

Clarien Bank Limited  
Business Banking  
Terms and Conditions



## 1. Welcome to Clarien Bank!

### 1.1. Let's Navigate Your Financial Future, Together

If you are reading this document, you already have or will be applying for one or more accounts for your personal finances. This agreement (which we also call terms and conditions) describes your responsibilities as well as ours, so that together we can make sure your account runs smoothly.

Thank you for choosing Clarien Bank to meet your business banking needs.

### 1.2. Ways to contact us

There are several ways to contact us. You can contact us in the following ways:

- By email, you can contact a relationship manager or other bank representative, or submit a general enquiry on [info@clarienbank.com](mailto:info@clarienbank.com).
- Online, by secure messages through our online banking platform, iBank, accessible through our website at [www.clarienbank.com](http://www.clarienbank.com).
- By telephone (speak to a customer service representative), +1.441.296.6969.

We may monitor and record phone calls with you to check we have carried out your instructions correctly, to deal with complaints, to help improve our service and to help prevent fraud or other crimes. In the interests of security, we may use CCTV recording equipment in and around our branches. Any recordings we make will belong to us.

### 1.3. Important Legal Information

In this agreement, we use certain terms that have a specific meaning. We highlight these below.

When we refer to "you" or "your", we mean one of our business customers. You may be:

- A corporate body (for example, a limited company or a limited liability partnership);
- An unincorporated body (for example, a partnership, club, society or charity);
- A sole trader; or
- Any other person providing a service for others (including a personal representative or a trustee).

If an account is operated by more than one account operator or has more than one account holder, "you" or "your" refers to any one, both or all of you depending on the context.

"We", "our", or "us" means Clarien Bank Limited, anyone who takes over our business or anyone we may transfer the business to.

The following terms also have the meanings given to them below.

- "Account" refers to any accounts that you hold with us to which this agreement applies. If you hold more than one account with us, when we refer to "account" we are referring to all your accounts with us if the context applies.
- "Account operators" are individuals that are linked to your business account. These can be:
  - Authorised signatories, who are the people who have permission to act on the account (you will choose the specific facilities they can use); or
  - Nominated people, who are "view only" people. This usually means they can only view the accounts online but not act on them.
- "Business days" has the meaning given to it in term 3.2 below.

When we use terms like "including" or "for example" any things listed after those terms are used are meant to provide examples and are not intended to be a complete list of applicable things.

All of our business current, savings and other deposit accounts are subject to this agreement. Other terms and conditions may also apply to these accounts and are highlighted in the related Product Fact Sheet available on our website. If there is

an inconsistency between the Product Fact Sheet and this agreement, the Product Fact Sheet controls. We will make you aware of any other terms and conditions when you apply for an account or use our services.

As well as this agreement, general law applies to the accounts, services and facilities we provide to you, which may mean other rights and liabilities apply. For information about your rights and liabilities (responsibilities) under general law, you should seek independent legal advice.

When you apply for any of our accounts or services we will make various checks to assess whether you are eligible for the account or service, to check your identity and to prevent and detect crime and money laundering.

We can refuse to open an account for an existing customer or a potential customer.

We will only correspond and communicate with you in English. This agreement is available only in English. We will only accept communications and instructions from you in English.

You may ask us for a copy of your agreement with us at any time by contacting us using the contact details provided or by visiting our website. The current version of this agreement is available on our website.

#### 1.3.1. Transferring rights and responsibilities

You may not transfer any responsibilities or rights, benefits or interests under this agreement or in your accounts or create any security over money in your accounts in favor of someone else. This does not affect any transfer that takes effect under the general law.

We may transfer all or any of our responsibilities or rights under this agreement, but only to someone who we reasonably consider will treat you fairly and who is capable of performing our responsibilities under this agreement to the same standard we do.

#### 1.3.2. How we are regulated

We accept deposits, lend money and offer other banking and financial services to our customers. For these services we are authorised by the Bermuda Monetary Authority.

#### 1.3.3. Bermuda Deposit Insurance Scheme

We are a member of the Bermuda Deposit Insurance Scheme (BDIS). The BDIS can pay compensation to customers if they are eligible and a regulated Bank cannot pay what they owe, usually if the bank stops trading or is insolvent. Deposit Insurance limits apply.

For more information on the Bermuda Deposit Insurance Scheme and your eligibility under it, please visit the BDIC website at <http://bdic.bm>, call +1.441.292.2342 or email [info@bdic.bm](mailto:info@bdic.bm).

#### 1.3.4. Law applying to this agreement

Bermuda law will apply to this agreement. If there are any disputes under this agreement and about our dealings, these disputes will be dealt with by the courts of Bermuda.

## 2. Our Use of Your Personal Information

For information on how we process your personal information, please visit our website Privacy Statement at <https://clarienbank.com/privacy-statement/>.

By using our services, you agree and give your permission for us to disclose your personal information, including your tax information we ask you to provide, to government or regulatory authorities in line with our legal obligations under tax information exchange agreements such as the US Foreign Account Tax Compliance Act (FATCA) and the OECD Common Reporting Standard (CRS).

### 2.1. Notification of Changes to your Personal Information

We understand that some of the personal information associated with your business account may change over time. To make sure our records are accurate and up-to-date, you must update us with any changes to such personal information as soon as possible but no later than 30 days after the date you became aware of the changes. By providing such personal information to us, you are promising to us it is complete and accurate.

### 3. Keeping you informed

#### 3.1. Contacting You

We may contact you or your account operators by using any of the contact details you have given us. We may want to contact you or an account operator to tell you something about our services or facilities or how you are running your accounts.

If you do not want us to contact you by email, text message or through our internet banking service, please let us know. We will try to contact you in the way you prefer, but there may be times when we will need to contact you by email, text message or through our internet banking service.

You must tell us promptly if:

- your business name or trading name changes;
- your contact details change;
- any of your authorised signatories are no longer authorised by you to instruct us to make payments or withdrawals from your account;
- any of your nominated people are no longer authorised by you to view your accounts;
- you become resident for tax purposes anywhere other than Bermuda; or
- the identity, contact details or other information we hold about your account operators changes.

If you want to make a change to your account operators, you will need to complete and sign the necessary form in line with the account mandate.

We will not be responsible to you if we act or fail to act on any incorrect or out-of-date information about you because you have not given us your latest details. It is important to give us a correct email address and mobile telephone number if you have registered for any of our text and email messaging services.

You should make sure that the arrangements for receiving mail at your address are safe.

We may charge you if you do not provide up-to-date contact details and we have to pay costs in trying to find you.

#### 3.2. Telling you about changes to our services

We are generally open for business during normal business hours as understood in Bermuda (Monday through Friday during the hours of 8:30 a.m. to 5:00 p.m., or "business days") and we will give reasonable notice through our website if we are not going to be open on any particular day or that our opening hours may change. In this agreement, unless we specify business days we mean calendar days.

If we plan to close or move one of our locations, including an automated teller machine we will place notices in the relevant location and consider other ways of letting you know. We will also provide information on how we plan to continue to provide our services to you (for example, by letting you know where you can find our nearest other location or automated teller machine).

##### 3.2.1. Charges, Rates and Fees

All charges, rates and fees that apply to your account and the products and services we provide are published on our website in our fee schedule, including additional details on how those charges, rates and fees are applied to specific products and services.

We provide important information about our current interest rates on our website. You may phone us to find out about our current interest and exchange rates or ask at one of our branches.

We may change our rates and we will tell you about those changes personally, meaning by post, secure electronic message, statement message or any other communication method we decide.

We will not change a fixed rate on your account for the time we have agreed to keep it fixed.

##### 3.2.2. Reference rates and foreign exchange rates

If the interest rate we charge you is linked to a reference rate that is publicly available and that reference rate changes, we will adjust your interest rate to reflect

those changes immediately, without giving you notice.

We may change our foreign exchange rates immediately and without telling you beforehand. This will not affect any transaction that we have agreed to carry out at a set exchange rate. We work out our foreign exchange rates using the rates supplied to us from time to time by our chosen supplier. The rates supplied reflect movements in foreign exchange markets.

##### 3.3.3. Changes to interest we pay you

Unless referred to below or under a separate agreement (for example, a facility letter you have signed with us for a personal loan), if we are going to change a variable interest rate that we pay you on any account we will tell you personally at least one month before we do so. However, if the change is to your benefit, we will tell you by publishing the new rates on our website at the earliest opportunity and in any event within three business days of making the change.

If you are not happy with a change to a variable rate, you can (at any time up to the date it is due to take effect) close or switch your account in accordance with the terms of this agreement without paying any penalty or other charges. If you do not do so, we will consider that you have agreed to it.

If you have a business notice account, such as a 35-day notice account, which means either you or we need to give a certain period of notice before any changes to the account can be made, your or we must give the promised notice before the changes come into effect. You can close or switch your account at any time during this notice period but if you do, or if you close or make changes to your account without giving the required notice, you must pay any penalty or other charges.

##### 3.3.4. Overdrafts

Overdraft usage fees and interest are variable and we can change these at any time. If a change is to your benefit, we may make the change immediately and give you notice afterwards. If the change is to your disadvantage, we will give you at least one month's notice of the change.

### 4. Individuals Authorised to use your account

#### 4.1 Account operators, authorised signatories and nominated people

We will ask you to identify the person or people you will authorise to use the facilities we provide and who you authorise to give instructions on your behalf under this agreement. We call these people "account operators". Each account operator can have different levels of access depending on the facilities that you want us to make available to the account operator concerned. The levels of access we offer are:

- Authorised signatories (which is full access); and
- Nominated people (which is view-only access).

Each account operator's access rights are shown in the mandate section of your account-opening form.

#### 4.2 Rights of account operators and your responsibilities over them

An individual will not have any rights under this agreement in his or her capacity as an account operator. However, you will be responsible for their acts or failure to act in the same way as you would be responsible if you acted or failed to act in the same way. As a result, you should make your account operators aware of your responsibilities under this agreement and the conditions of this agreement that each account operator must keep to. We will carry out checks in relation to account operators (for example, as part of our account-opening procedures). By entering into this agreement, you agree, on behalf of each account operator, for us to carry out these checks. You must make sure that you can give this permission on behalf of each account operator before you enter into this agreement.

### 5. How our products and services work

#### 5.1. Payments

##### 5.1.1. Making and receiving payments

In this section we explain the different ways to pay money into your account, including:

- when we pay interest (if any is payable) or use the money to reduce the interest you pay if you owe us money on your account; and

- When the money becomes available to you, as cleared funds, to make withdrawals or other payments out of your account.

We also explain how you can instruct us to make different types of payment and, if you want to cancel a payment instruction, how and when you should do so.

When you instruct us to make a payment, or when an organisation or retailer asks for a payment from your account, the 'time of receipt' of your payment instructions is the time we receive your payment instruction. However, if we receive your payment instruction after the cut-off time for the relevant type of payment of that type (for example, because it is not made within normal business hours), we will treat it as having been received on the next business day and we will not begin to process it until the next business day on which we can make payments of that type. We will advise you of any applicable cut-off times on our website or through our online banking service.

Our charges for making and receiving payments, and our other payment services, are also set out in the fee schedule published on our website.

We only accept responsibility for payments into your account after we have received them. If we receive an electronic payment, we will generally apply the money to your account and make it available to you when we receive it however it may take longer if manual intervention by our staff is needed. If you send us an instruction or cancel an instruction by post, we will not receive it until we open your letter.

When you instruct us, we will make or authorise a payment from your account if there is enough money in the account or we agree to provide you with an overdraft to meet the payment. There may be a delay in carrying out your instructions while we carry out fraud-prevention checks.

We may also tell you about spending or other payment limits for transactions carried out using certain cards or other payment instruments or payment services.

### 5.1.2. Cash

#### *Paying in and withdrawing cash*

You can pay in or withdraw cash in Bermuda or United States (US) dollars in Bermuda using one of our Automatic Teller Machines (ATM) or through our No-Wait Deposit facility located at our Point House and Paget Plaza locations. Cash paid in will generally be shown on your account and available for you to withdraw immediately, unless there is a malfunction with the ATM or No-Wait deposit, in which case it can take longer. We are not responsible for any cash or item paid into your account until the cash or item has been successfully captured by the relevant ATM or No-Wait Deposit facility.

If interest is due to be paid, we will pay it on any cash deposited into your account on the same day as the cash is paid in based on the available balance or use the cash deposit to reduce the interest you pay to us (for example, on any overdraft). In some circumstances we may need extra identification to prove you own the account. We will take the cash withdrawal from your account immediately.

### 5.1.3. Cheque Payments

Cheques will be accepted into your account if they are made payable to the same name as on your account, including where your name is on a joint account that does not require the account holders to act together for the authorization of payments. You cannot pay a cheque made payable to joint names into a sole account. You cannot deposit cheques made payable to yourself or to us in the name of Clarien Bank. If you are making a payment for funds owed to us, you should pay money into your account and instruct us to withdraw the funds from that account.

When paying in foreign cheques or if we are using extra fraud-prevention measures, cheque processing may take longer. If there is a public holiday in the period of a cheques processing, you will need to add an extra day for every public holiday.

If it applies, interest will be paid from the next business day following the day the cheque is cleared and paid into your account.

You may write a cheque on your account using a cheque book which we may give you if you ask for one. When you write a cheque on your account, the amount will normally come out of your account generally within two business days after the person or organisation you have written it to (the "payee") pays it into their account. Foreign cheques may take up to 14 days to clear. You should not future date

cheques because this does not prevent the funds being taken from your account earlier if the payee pays in the cheque before that date.

#### *Unpaid Cheques*

Although the amount of a cheque may be shown in your account or included in your available balance (when you draw against it), the paying bank may still refuse to pay it and return it to us (that is, the cheque may "bounce"). Depending on the reason given for the cheque being unpaid, we will return it to you. The decision for an unpaid cheque deposit is decided by the drawing bank. When a cheque is returned unpaid, it will usually happen three or four business days after the cheque has been paid into your account.

If a cheque which has been paid into your account is later returned unpaid, we will normally be able to take the amount of the cheque from your account balance (or add it to your overdraft).

If the cheque is returned unpaid, we will be entitled to take the money from your account balance (or add it to your overdraft), even if you have already withdrawn the money from your account. We will charge a fee if this happens. See our Fee Schedule for more information.

#### *Cancelling a cheque*

You can tell us to cancel a cheque if you tell us before we are asked to pay it. We will need the cheque number, the amount, the date and the name of who it was made out to. We will charge you for this service.

#### *Foreign cheques and currency*

We have special arrangements for foreign cheques and currency. If you need more information, please contact us.

Unused cheques belong to us. You must destroy them or return them to us when you close your account. We may also ask you to destroy or return them to us, for example, in any situations in which we are entitled to close an account, or stop providing a service or facility we provide to you (see the section on ending our relationship). If you no longer need any unused cheques, please let us know. We will then cancel any unused cheques in our systems and ask you to destroy or return them to us.

### 5.1.4. Making payments using your debit card

If you open one of our business accounts, we can issue you with a debit card, which you can use to make cash withdrawals and debit card payments in Bermuda dollars or in United States Dollars, depending on the currency denomination of your account. Cards will be issued in accordance with your mandate.

We may agree to give you or send you a card if you ask for one or to renew or replace your existing card. We will renew your card periodically and replace it when it is lost, stolen or damaged. All cards belong to us.

Your card will need a personal identification number (PIN) so that you can use your card. You can set the PIN yourself and must not reveal it to anyone else. We will not reveal your PIN to anyone else. If you want additional card holders, you must add them to your account and give them card privileges.

You can change your PIN at any time before the card's expiry date or, if earlier, the date that we activate any replacement card that we give or send you. You can do this at any of our ATMs offering PIN change services. You can ask in our branches how to set or change your PIN. Please see the section on keeping your account safe for more details about preventing your PIN from being known by others.

You can use your debit card to make payments wherever the MasterCard® symbol is displayed and to withdraw cash at MasterCard®-branded ATMs.

You can make "contactless payments" with your debit card at any Point of Sale (POS) that enables tap-and-go or Pay Pass. Contactless payments are transactions (up to a limit the merchant chooses) that can be made without entering your PIN or providing a signature. You will need to have activated your card before making a contactless payment. For security reasons you may be asked to provide a signature when making a contactless transaction.

If you use your card to make purchases over the internet, you may be asked to provide extra security information to authenticate the payment. If you fail to provide the correct security information, your payment will be refused. We will never

ask you for your card PIN or internet banking password to authenticate a card payment over the internet. Please see the section on keeping your account safe for precautions you need to take when using internet banking and buying items over the internet.

By using any of your security codes you are agreeing to the card payment. You cannot withdraw your permission to make a debit card transaction after we have received it or we have to complete the transaction under the rules of the relevant card issuer. However the payee may make a refund if you ask for it.

Debit card payments made in Bermuda will normally be taken from your account on the first business day after a request from the payee's bank. If you make a debit card transaction using a foreign currency, the amount will be converted into Bermuda dollars at the exchange rate set by MasterCard®. Charges will apply for transactions made outside of Bermuda.

We can also issue a card and PIN to someone who is authorised as an account operator (see the section on "Individuals authorised to use your account"). We can only do this if that account operator sufficient rights in your account mandate.

You can stop using your card at any time. You should immediately cut it into at least two pieces through the magnetic stripe and any chip. You must let us know if you do this, as we can then cancel the card in our systems.

You will not be able to use your existing card if we have stopped the card (for example, after you have told us that the card has been lost or stolen). You will need to ask us to replace it.

### 5.1.5. Internal Transfers

An internal transfer is when you send money between your Clarien Bank accounts.

### 5.1.6. Local Transfers and International Wires

Local transfers, or "ACH" payments are payments made to accounts held at other banks in Bermuda. Instructions received by us before 3:00 p.m. on a business day will generally mean the payment will be made to the bank account of the person you are paying that business day. Any payments received after 3:00 p.m. on a business day will generally be made to the bank account of the person you are paying the next business day.

To make an ACH payment, you must give us the destination bank, account name and account number of the person you are paying. We will pass your own account number to the person receiving the payment.

There is a charge for making an ACH payment. Please contact us or visit our website for information on the current charges that will apply.

Sending money outside of Bermuda to a payee's bank outside Bermuda are made by SWIFT. Sending money outside Bermuda in a currency that is not Bermuda Dollars will generally be received within four business days after we process your instruction. If you choose to send your international payments through Clarien Bank, we will use our international banking relationships to ensure your payments are sent using the most efficient route to the payee's bank, which will seek to utilize the FX rates applicable when conversion to the currency of that country occurs. Please contact us if you want an estimate of when the payment will be received.

There is a charge for sending money and receiving money from outside Bermuda into and out of your account. Please contact us or visit our website for information on the current charges that will apply. We will take our charges from your account when you instruct us to send the money outside Bermuda or when you receive money from outside Bermuda.

Payments you make that require conversion from Bermuda Dollars to a foreign currency will be subject to Foreign Currency Purchase Tax (FCPT). We will take any applicable FCPT from your account when you instruct us to send money that requires conversion from Bermuda Dollars into a foreign currency.

When we make a foreign currency payment, we will take the amount of the transaction from your account after converting it into Bermuda Dollars at our exchange rate at the time. You will need to have sufficient Bermuda Dollar value of funds in the account otherwise we may not be able to make the payment.

When sending or receiving money outside Bermuda we will convert the payment into or out of your account to Bermuda Dollars at the exchange rate which applies at the transaction. SWIFT payments coming into your account will be covered by

our exchange rate. We will then add the payment to your account.

To send money outside Bermuda, you must give us the bank identifier code (BIC), international bank account number (IBAN) and the name and address of the payee. If you do not have the IBAN number available, you will need to provide the Sort Code or Transit Number at a minimum. If you do not provide the correct details for an ACH or SWIFT payment, we cannot be responsible if the payment is not made. We will, if you tell us, make reasonable efforts to recover payments made with incorrect details. Please contact us or visit our website for details of charges for this service.

### 5.1.7. Cancelling a payment instruction

You can cancel future-dated payments, including internal transfers, online up to 3:00 p.m. the business day before the payment is due. You can also ask us to cancel these or by calling our Call Centre or through our online banking secure message service provided you do so before 3:00 p.m. the business day before the payment is due.

Unless we say differently in these terms and conditions, you cannot generally cancel your instruction after the time we have received it or we are treated as receiving it in line with these terms (please see the section on making and receiving payments for further information on timing of receipt of instructions).

### 5.1.8. When we may refuse to make a payment

We may refuse to make a payment or suspend or stop your use of a payment service. If we are going to refuse to make a payment or suspend or stop your use of a payment service, we will try to contact you. (For a card payment, the organisation, retailer or ATM will also tell you that the card has been refused). We will tell you why we are taking this action and, if appropriate, what you can do to put things right. We will not contact you or provide reasons for our actions if it would be unlawful to do so or if we reasonably consider that it would affect our security procedures. We also will not contact you and provide reasons for our actions if there is not enough money in your account.

If you consider that the reasons which led us to take this action no longer apply, you can contact us to ask that we allow the payment or use of the relevant payment service (for example, by issuing you with a replacement card if we have not already done so).

From time to time we receive legal orders or notices to hold customers' money for someone else or to pay it to someone else. If this happens in relation to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and take off amounts you owe us. This will include any interest arising after the legal order or notice.

We may do one or both of the following. We may refuse to act on any instructions given by you or anyone else to make any payments out of your account, unless you have an appropriate court order, or we may set up a separate account in your name which any of your future payments will be paid into, if:

- A petition is presented for a bankruptcy order to be made against you or (if there is more than one of you) any of you or your account holders;
- A resolution is assed for your voluntary winding-up or for the voluntary winding-up of one of your members, partners, trustees, shareholders or any people with equivalent status;
- A petition is presented for your winding-up or for the winding-up of any of your members, partners, trustees, shareholders or any people with equivalent status;
- A notice of intention to appoint an administrator is issue or notice of appointment of an administrated is file with the court in relation to you or any of your members, partners, trustees, shareholders or any people with equivalent status; or any other insolvency proceedings are started against you or any one of your members, partners, trustees, shareholders or any people with equivalent status; or
- any of the reasons in the section on suspending or stopping our services (term 11.2) apply.

### 5.2. Statements

Your account statements will contain the relevant information about each payment on your account.

You can see and print your statements using our internet banking service. If you would like to stop receiving paper statements sent to your address, please let us know. You can opt out of paper statements through your online banking service, or be contacting our Call Centre. If you do not opt out of receiving paper statements, we will charge you a fee. Please see our Fee Schedule for details.

Depending on the type of account you hold you can opt for a monthly, quarterly or yearly statement. However, we only provide yearly statements for certain accounts. When you open or close your account, we will provide or make a statement available.

### 5.3. Ways to Bank with Us

You can usually use our internet banking, mobile banking and ATMs at all times. However, occasionally we may carry out routine repairs and updates to our systems. This may mean that one or all of our systems will not be available for a short period. Some of the services we provide to you depend on other financial institutions or organisations which are only open between certain hours on business days.

#### 5.3.1. Internet Banking

You can use the internet banking service to check your accounts and to make payments allowed by the terms and conditions of the account you hold. There may be limits on the amount you can pay out using the internet banking service depending on the account you hold. Please see the relevant Product Fact Sheet on our website.

To use internet banking, you will need to log in using your username, your internet banking password and possibly additional verification such as a dual-factor authentication app or SMS one-time passcode, which will be sent to your registered mobile number. We may change the log-in process to make it easier to use or more secure.

#### 5.3.2. Mobile Banking

Our mobile banking app is easy to use and allows you to manage your accounts securely in a place that suits you. Our mobile banking app allows you to access information about your accounts and to give certain instructions using your mobile phone. To find out if your phone and operating system is supported, please visit our Information Centre at [www.clarienbank.com](http://www.clarienbank.com).

The app is available for download from all Bermuda accessible app stores.

If you download our mobile banking app, we may ask for your permission to access your information (for example, we may ask you for the location data of your mobile phone).

We continuously monitor the mobile banking experience to make sure that we maintain the desired level of service for our customers. However, there are some factors that are out of our control that may affect your mobile banking experience, for example:

- Mobile network or Wi-Fi availability;
- The compatibility of your handset with the operating system; and
- Our system maintenance.

#### 5.3.3. Automated Teller Machines

You can access banking services using your debit card and PIN at our automated teller machines (ATMs). You can use your debit card in all of our ATMs. We will be responsible for any loss on your account which happens as a result of a fault in one of our ATMs.

Cash withdrawals in Bermuda Dollars in Bermuda from our ATMs are free. However, you should be aware that there are some ATM owners in Bermuda who may charge for cash withdrawals in Bermuda dollars in Bermuda. You are responsible for any charges made by other banks for using their ATMs. If you use one of these machines, the charge will be taken from your account.

We may allow you to use your debit card in ATMs to make cash withdrawals in

Bermuda Dollars or foreign currency in Bermuda or in a foreign currency outside Bermuda which are operated by banks if they display the MasterCard® logo. We may decide to stop, or place limits on, using your card in these ATMs. If we do this, we will do our best to reduce, as far as possible, the effect on the services we provide to you. Where possible, we will tell you what other arrangements we have been able to put in place.

If you make a cash withdrawal in a foreign currency from an ATM, whether in Bermuda or outside Bermuda, we will convert the amount withdrawn into the currency your account is denominated in. We take the cash withdrawal in a foreign currency outside Bermuda from your account when we are told about the withdrawal from MasterCard®.

There will be a maximum daily amount for cash withdrawals in Bermuda or United States dollars in Bermuda and in a foreign currency outside Bermuda from ATMs.

Unless it is our fault, we will not be responsible if you cannot use your card in an ATM operated by another bank.

## 6. Keeping your account secure

You must tell us as soon as you can if:

- any card, PIN or other security details are lost or stolen; or
- you know or suspect that someone else has misused or tried to misuse, or may try to misuse your card or PIN.

You should tell us by calling us on +1-441-296-6969. If you find your card after having called us to tell us that it is lost, you must not use it again. You must destroy it by cutting it into two pieces through the magnetic stripe and any chip.

If you cannot find your card and do not believe it has been stolen, you can place a temporary block on your card using our Clarien Alerts mobile app. If you then find the card, you can remove the temporary block on the mobile app. You can also cancel your card by calling our Call Centre. If you cancel your card, you must destroy it by cutting it into two pieces through the magnetic stripe and chip.

### 6.1. Preventing fraud

To help protect you from fraud, our fraud-detection systems helps us to identify any unusual transactions on your account. We may contact you to say there is suspicious activity on your account. If we leave a message for you to contact us, you must contact us as soon as possible.

We have measures in place to prevent fraud, money laundering and terrorist activity. We must also respect any restrictions imposed by the Bermuda Government or by the international community on providing payment and other banking services to individuals or organisations currently in any relevant sanctions or embargo list. This may involve us in investigating or intercepting payments into and out of your account. We may also need to investigate the source of funds or other intended payee. This may delay carrying out your instructions or you receiving cleared funds. Where possible, we will tell you the reasons for and likely length of any delay.

If we are not satisfied that a payment in or out of your account meets the required legislation, we may refuse to process it.

### 6.2. Keeping your security information safe

You will be responsible for any instructions given by you, or anyone authorised to act on your behalf, from time to time that you successfully pass through security to the time that you leave the relevant service. It is your responsibility to keep details of your cards and security details, including PINs, security numbers, access codes or passwords, safe and to make sure they cannot be used by anyone else or for fraudulent purposes. For example:

- you must not reveal your security details to any other person;
- you must not write down your PIN or other security details in a way that is recognizable;
- you must not choose a PIN or other security details that are easy to guess, such as your date of birth or a sequence of numbers (in other words, 123456);
- you must not allow anyone else to use your card PIN or other security

details – even someone sharing a joint account with you;

- you must not respond to an email asking for your security details, even if it looks like the email is from us (we will never send you an email like this so you report this to us at [phishing@clariebanc.com](mailto:phishing@clariebanc.com));
- you must keep card receipts and any other documents or electronic records which contain confidential information about your account (such as statements) in a safe place which only you have access to;
- you must get rid of all confidential documents (such as PIN notifications or reminders) safely by using, for example, a shredder;
- you must tell us immediately if you know, or even suspect, that someone else knows your PIN or security details by calling us on +1-441-296-6969;
- you must tell us immediately using the telephone number above if you lose your debit card (if you find your card after calling us, you must not use the card again and should destroy it by cutting it into at least two pieces through the magnetic stripe and the chip); and
- if you stop using your card, you should immediately cut it into at least two pieces through the magnetic stripe and any chip. You must let us know if you do this, so we can cancel the card in our systems.

### 6.3. Contacting our Call Centre

When you call us, we will ask you to confirm your identity using our current security procedures. We will never ask for your password or PIN. As a result, you should not ever reveal your password or PIN over the phone, even if you are being asked by someone who tells you they are acting on our behalf.

### 6.4. Internet banking

Protecting you when you are using internet banking is our priority. All our online systems are regularly tested and audited by independent security experts to make sure they are as secure as they can be. We use the latest online security measures to make sure that your personal information and privacy stay safe. This means the following:

- We will ask you to confirm your identity using our security procedures. We will never ask you for your password or PIN.
- All our websites are encrypted – next to the web address you will see a padlock icon showing that it is a secure connection.
- We use one-time password authentication for approving payments. If you receive an authentication request on your mobile and you did not issue instructions to make a payment, do not approve the authentication request and contact us immediately.

To help us protect you when banking online, we recommend you follow the guidelines below.

- Install appropriate fraud/malware/phishing protection on your computer.
- Install anti-virus software and keep it up to date.
- Carry out your own regular virus checks and security updates, making sure your operating systems and web browsers have the latest security fixes.
- It is your responsibility to make sure that any information stored or shown on your device is kept secure.
- Never access our internet banking services from any computer connected to a network without first making sure that nobody else will be able to see or copy your log-in details. Use a virtual private network (VPN) to protect your connection from unauthorized access.
- If you access your online banking service from a public computer (for example in a cyber café) remember to log off from the online banking service and close the internet browser when you have finished using the service. If you click “trust browser” on a public computer, security credentials could be compromised.
- You should always access our internet banking service by typing in our address to your web browser or using links on our website. We will never ask you to access our internet banking service from a link in an email.

- You should never provide your internet banking details to anyone else. You should change your passwords frequently.
- After initial registration to our internet banking service, we will never contact you asking for you to reveal your security details. If you receive a request like this, even if it appears to be from us, it is likely to be fraudulent and you must not supply your security details under any circumstances. You must report any requests like this to us immediately.
- Tell us as soon as you can if you notice something is wrong with your internet banking.

If you think someone else may have access to your account, or if you notice anything suspicious, please contact us immediately on +1-441-296-6969.

We may link to other websites which are not within our control. Once you have left our website, we cannot be responsible for the protection and privacy of any information which you provide. You should be careful and look at the privacy policy which applies to the website in question.

### 6.5. If we know or suspect that fraud has been carried out on your account

If we know or suspect that fraud has been carried out on your account, or that your security details may have been compromised we will take the necessary action on your account and seek to contact you.

For the avoidance of doubt, we will never:

- Phone you to ask for your 4-digit card PIN or your online banking password, even by tapping them into the telephone keypad.
- Ask you to withdraw money to hand over to us for safe-keeping.
- Ask you to transfer money to a new account for fraud reasons, even if we say it is in your name.
- Send someone to your home to collect cash, PIN, payment card or cheque book if you are a victim of fraud.
- Ask you to purchase goods using your card and then hand them over to us for safe-keeping.

If you are given any of these instructions, it is a fraudulent approach. Hang up, wait five minutes to clear the line, or where possible use a different phone line, then call us on +1-441-296-6969 to report the fraud.

If you don't have another telephone to use, call someone you know first to make sure the line is free.

We will never ask you to check the number showing on your telephone display matches their registered telephone number. The display cannot be trusted, as the number showing can be altered by the caller.

### 6.6. Business online banking

Business online banking through our internet banking service allows you to set limits and restrictions on the kinds of payments and actions that can be carried out by account operators. You will set these permissions in your mandate, and may also set these permissions through your online banking service.

We will issue each account operator with a security device, which may take the form of a soft token app. They will need this any time they want to act on your account.

Our Business online banking services are covered by separate terms and conditions.

Please ask your relationship manager or our Call Centre for more information or visit our website.

### 6.7. Mobile banking

When using our mobile banking app, your mobile phone must meet any reasonable requirements that we may set. These include:

- Setting a unique password and PIN to log into the mobile banking app (remember to make sure this is different to the PIN you use to access your mobile);

- Logging out of the application so that it closes the session each time you have finished using it;
- Never storing any log-in details (including biometrics) relating to your mobile banking on your mobile phone that are unencrypted or otherwise accessible to anyone else; and
- Keeping your mobile phone software up to date with the latest security upgrades recommended for your manufacturer's device.

If you have misplaced your mobile phone or think your phone has been stolen, please visit our branch, send us a secure message through internet banking (if you are registered) or call us immediately on +1-441-296-6969.

### 6.8. Mobile phone numbers and email addresses

You should tell us as soon as you can if:

- Your mobile phone (registered with our mobile banking service) is lost or stolen, or if you change its number;
- Your mobile phone is fault and cannot make or receive calls or text messages; or
- You change or no longer use the email address that you have registered with us.

### 6.9. Dormant Accounts

If you do not use your account for an extended period of time, we will classify the account as dormant to protect you from fraud or other misuses of your account. When we do this, we will tell you in advance giving reasonable notice.

If your account is placed into dormant status, we may charge you additional fees. See our published fee schedule on our website for details on the fees we can charge.

Dormant accounts will not receive statements, and you will not be able to see or deal with dormant accounts on your internet banking service.

If your account is dormant and you would like to reactivate it, you should contact us on +1-441-296-6969 or visit us in-branch. We will need you to provide up to date personal information, for example a government issued ID and proof of address, to re-activate your account. See our website for details on the specific documents you need to provide to reactivate your dormant account.

## 7. Ending our services

We may suspend, withdraw or restrict the use of our services if:

- We have reasonable grounds to suspect that your security details have been affected;
- We have reasonable grounds to suspect unauthorized or fraudulent activity; or
- We consider it appropriate for your protection, for example if you do not use your account for an extended period of time.

We will contact you before taking this action and tell you the reasons for the withdrawal or restriction unless there is a legal reason or circumstances beyond our control that prevent us from doing this.

### 7.1. Tell us about problems early

You should monitor your account regularly using internet or mobile banking, or by checking your statements when you receive or access them.

You should tell us immediately if you notice any errors on your account, experience any problems with our services, or otherwise become aware of any unauthorized transaction or failed or incorrect payment on your account.

If you become aware of any suspect or unusual transactions and fail to tell us as soon as you are able to, and in any event no later than 6 months after the date any transaction was taken from your account (or, in the case of failed payment, ought to have been taken from your account), it may affect your right to have the errors corrected and may mean that we are not responsible for any loss or damage you suffer.

## 8. Borrowing Money on an Overdraft

An arranged overdraft allows you to borrow from us up to an agreed limit. We call this an arranged overdraft limit. You must apply for an arranged overdraft limit before you try to borrow any money. We are a responsible lender so will take a number of factors into consideration before agreeing to give you an arranged overdraft limit. If we give you an arranged overdraft limit, the arranged overdraft may be subject to additional terms and conditions, for example a requirement for you to provide security for repayment.

You should only use arranged overdrafts for occasional borrowing. If you have an arranged overdraft limit, you should make regular payments into your account so that you reduce the amount you owe.

Details of the interest and charges that apply to arranged overdrafts are set out in your overdraft agreement. If your account is closed, we will work out the interest and fees due. You have to pay us this amount and also any arranged overdraft which you owe us.

You are responsible for making sure you have enough money in your account to make withdrawals and payments. Available funds are shown in mobile banking, internet banking, on your statement and at ATMs. This is the amount you can use to make payments out of your account each day. We work out available funds from the credit balance in your account plus the amount of any arranged overdraft limit less the amount of transactions we have authorised but not yet taken from your account.

It is your responsibility to make sure that there is enough money in your accounts. If you try to make a withdrawal or a payment out of your account when you don't have available funds, we may not allow the payment. If your account balance does go below your available balance, we will not charge you for this but it does not mean we will allow the same to happen again. In these circumstances, you must immediately pay money into your account to bring it into credit or within any arranged overdraft limit. Increased charges apply for unarranged overdrafts, and these may be found on our website in our published fee schedule.

You must repay any arranged or unarranged overdraft when we demand. This means that we can reduce any arranged or unarranged overdraft limit or ask you to repay all or part of your overdraft (and any charges) at any time. You can repay your arranged or unarranged overdraft or cancel your arranged overdraft limit at any time.

## 9. Appointing others to operate your Accounts

### 9.1. Authorising others to operate your accounts

In the mandate section of your account-opening form you can appoint account operators to operate your account on your behalf. You can also specify what actions each of the account operators can carry out.

In certain circumstances, you may authorise someone else to operate your account by signing a third-party mandate or a power of attorney (we recommend you get independent legal advice before you do). This is not the same as appointing account operators. For powers of attorney, we will need to see the signed document, or a copy certified by someone we reasonably think appropriate, such as an attorney.

If you authorise another person to operate your account, you will be responsible for their acts or failure to act as if they were your own. We will not be responsible for an act (or failure to act) of anyone you or the law authorises to operate your account, if we did not know or suspect they were acting dishonestly.

In certain circumstances, the law may require us to allow someone else to operate your account. In these circumstances, any third party mandates or powers of attorney you have given may not be effective. We recommend you get independent legal advice on how to prepare for these circumstances. For security reasons, we may not make some services available to another person who is operating your account.

## 10. If something goes wrong

### 10.1. Transactions you didn't authorise

We will be responsible for any payment transaction that you did not authorise, unless:



- You have acted fraudulently;
- You allowed another person to use your card, PIN or other security details who is not authorised by you in line with term 9.1;
- You suspect your cheque book or cards have been stolen or lost (or intercepted before being delivered to you) and you deliberately or with gross negligence have not told us;
- You have revealed to someone else, or written down, your PIN number or other security details used for online, mobile and telephone banking;
- You didn't tell us that your mobile phone which is registered for SMS updates or mobile banking has been stolen;
- You allow someone else to use your mobile phone or personal computer;
- You change your mobile phone number, email address or other details which we use to contact you and do not update us;
- (in the case of a cheque) you failed to take reasonable care when writing the cheque; or
- You have entered the incorrect details when making a payment.

We will issue you with an immediate refund if you tell us that you did not authorise a payment transaction, unless the facts suggest that we may not be responsible for it and that it is appropriate for us to investigate the transaction further. We will investigate the transaction and decide as quickly as possible whether we are or may be responsible. You should tell us as soon as you notice any suspicious or unauthorized activity on your account in line with the section on 'Telling us about problems early' (term 7.1).

If we issue you with a refund, we will pay you the amount of the unauthorized transaction and any resulting interest and charges applied to your account (or credit you for any interest that would have been due to you). If we have investigated the transaction, we will make sure that you do not suffer any loss because of the delay in reaching our decision.

If we then prove that we are not in fact responsible for an unauthorized transaction, we will explain to you how we have reached this decision and we may take from your account the amount of any refund or other payment we have made to you.

### 10.2. Payment mistakes, late payments and fraudulent transactions

If we have made a payment incorrectly (against your instructions), we will restore your account to the position it would have been had the incorrect payment not been made. If the incorrect payment results in you being charged by the person receiving it, we will compensate you for the charges made.

When you give us an instruction to make a payment, we will rely on the payee information you provide. You are responsible for checking you give us the correct payee information, for example the correct name, financial institution and account number. If you provide us with incorrect payee information we will not be responsible for refunding the incorrect payment, however we will make reasonable efforts to recover the relevant funds on your behalf. If we are unsuccessful in recovering the relevant fund we will (on written request) provide you with all of the available relevant information we possess in order for you to attempt to reclaim the payment yourself.

If you pay cash or cheques into your account using one of our ATMs or at one of our branches, we will take reasonable care to make sure that it or they are added up correctly, and to check whether there are any obvious forged notes or counterfeit coins. We will issue you with a receipt for the amount of cash or cheques that you have paid in. You should check the receipt carefully and let us know immediately if you think it is wrong. If you do not do this, it may affect our ability to correct any mistake that may have been made. We may then discover that your money or cheques have been added incorrectly, or we have failed to spot a forged note or counterfeit coin. If we do so, we will adjust the amount we add to your account to reflect this. We will tell you about any adjustment.

If we are made aware that a payment into your account may be fraudulent or a mistake, we may take or recover this payment from you. This may happen even if:

- The funds are included in the balance of your account;

- You have used them to make a payment; or
- You have transferred or withdrawn all or part of the funds.

If the fraudulent or mistaken payment is paid into one of your savings accounts and taken out an amount would cause a debit balance to arise on that account, we may close your savings account and take from your current account or other deposit account an amount equal to the debit balance that would have arisen on the savings account. If this action requires us to take funds from a deposit account with a maturity date beyond the date we will take the funds, we will consider this an early breakage of that deposit and the terms associated with that deposit account regarding early breakage may apply.

We may be entitled to make a charge if taking the payment from your current account takes you over your overdraft limit.

If you do not have a business current account or other deposits with us, we will take from a separate account (which we will set up in your name) an amount equal to the debit balance that would have arisen on your savings account. We may then require you to immediately repay the debit balance on this separate account at any time.

### 10.3. Other organizations and suppliers

We use other organisations to help us provide our services to you. We are responsible to you for their acts (or failure to act) as if they were our own. These organisations do not accept any responsibility to you. You must not take any action against them to recover compensation or other remedy for any loss you may suffer as a result of any act or failure to act which we are responsible for. We may change or end this agreement without needing the permission of any other person.

### 10.4. Claiming back a loss from us

If you suffer a loss because of something we have done or failed to do, you will usually be entitled to claim back that loss from us. However, there are some exceptions where you will not be able to claim from us and they are as follows:

#### 10.4.1. Loss of:

- (a) Business;
- (b) Profit;
- (c) Opportunity; and
- (d) Goodwill.

#### 10.4.2. Loss where you have acted fraudulently or with gross negligence.

#### 10.4.3. Loss where you have given us details which are wrong or insufficient (for example the wrong payee details).

#### 10.4.4. Any loss we could not reasonably have predicted when you gave us an instruction.

## 11. If you run into financial difficulties

If you find yourself in financial difficulties, please contact us. If we think that you may be heading to financial difficulties, we may contact you.

We may occasionally allow you extra time to carry out your obligations. For example, we may allow you more time to pay what you owe us, or otherwise decide not to strictly enforce our rights. If we do this, it will just be a temporary measure and we may still enforce our rights again at a later date.

### 11.1. Right of Set-off

We can combine or set-off any money you owe us with or against any amount we may owe you (for example, use a credit balance in one of your accounts with us to pay off an amount you owe in another account).

If any money you owe us is overdue for payment, we may use any money in any of your accounts with us to reduce or repay what you owe us. You should tell us if:

Anyone else has a right to any money in your account (for example, if you are holding the money for someone else's benefit) or the money in your account has been received from a government department for a specific purpose; or

You are under a legal obligation to someone else to hold and deal with the money in your account in a particular way.

We will not use or right against the money in an account if we know that any of these circumstances apply.

We may enforce our right by using money in any account in your name only or the same joint names to pay anything you owe jointly; or by using money in accounts in your name only or your joint accounts to pay anything you owe in just your name. We will, as far as possible and practical, avoid using money in an account in your joint names to pay anything you owe in your name only. If we decide to offset funds, we will generally tell you personally (and anyone else entitled to the money to be used to reduce or repay what you owe us) at least 14 calendar days before doing so, unless we reasonably think that you may move the money to prevent us from doing this. If we have not told you before we do enforce our right, we will tell you (and anyone else entitled to the money) why and when we did so, and the amount taken from your account, as soon as possible after taking the funds.

## 12. Changing this Agreement

We will tell you personally about any changes to this agreement, by giving you at least two months' notice (unless the changes are favourable to you when we may give you less notice). This includes a change to our existing terms and conditions or introducing new terms and conditions under this agreement. (This does not apply to changes to our services and rates (term 3.2.1 or 3.2.2), where those terms will apply.)

If you are not happy with any changes that we plan to make, you can end this agreement immediately and without paying a charge. If you do not end this agreement before the proposed changes take effect, we will consider that you have agreed to the changes. You will then have to keep to them from the time they take effect.

## 13. Ending this Agreement

We will be sorry to see you leave if you decide to close an account or stop using a Clarien Bank service. However, if you do, the following will apply.

### 13.1. If you decide to close your account

You may end this agreement, close an account or stop receiving a service or other facility, at any time. You can end this agreement by writing to or emailing us or, in some situations, you can phone us.

If you have signed up to an account for a set period, you may have to wait until that period expires and you may have to pay charges if you end it early or withdraw your money early.

### 13.2. If we decide to suspend or stop providing our services

For any of the reasons set out below, we may:

- Suspend, stop or reduce a service, facility or an account we provide;
- Recall or not make a payment;
- Refuse to follow, or ask for confirmation before following, an instruction;
- Delay (or refuse) withdrawals or payments to or from your account or paying you interest.

We may take any of this action for the following reasons:

- If we are required to take action to recover money you owe us (see the set-off section) to keep to the law or because a court or other authority tells us to act in that way.
- If you have significantly or persistently broken the terms set out in this agreement.
- If you are not eligible (or no longer eligible) for an account, service or facility.
- If we think that:
  - Someone else may have rights over money in your account;
  - There has been fraud or other suspicious activity involving your account (or we suspect this is the case);
  - A mistaken payment has been made to or from your account;

- There is a factual error in your payment instruction or your instruction is unclear or you have failed to provide the information we need to make the payment;
  - Security has been broken or we are uncertain whether an instruction has in fact been given by you (or someone on your behalf);
  - You have used, are using or getting, or may use or get a service or money illegally, fraudulently or improperly, or that someone else acting on your behalf may do so; or
  - We need to carry out action so we avoid breaking any legal requirement or avoid action from any government, regulator or international body.
- If you have not met our anti-money laundering requirements.
  - If you have failed to pay any money you owe us when due or, where we have lent money to you we think that there is a significantly increased risk that you may be unable to repay us what you owe.
  - If a petition for a bankruptcy order is presented against you.
  - If you make a proposal to your creditors for a voluntary arrangement.
  - If you die or become of unsound mind.
  - If you made any statement when applying to open an account which is false misleading.
  - If you are aggressive to our staff. If you have used, are using or we have reason to believe you will, in the future, be using your personal account for business use.

We may close an account, or stop providing a service or facility or end this agreement. We may do this immediately if we are taking this action because you have broken your obligations under this agreement, or otherwise after the end of a reasonable notice period, usually thirty days.

If we suspend a service or close an account, we will take reasonable steps to reduce the inconvenience to you. If we can, we will tell you before we suspend the service or close the account (usually giving you 30 days' notice). This does not include fixed-term accounts such as time deposits where we won't give you any notice.

If we choose to close an account and you need to give us more than two months' notice to withdraw money so as not to pay charges, we will give you at least as much notice as the period you would have to give us. For example, if you must give a month's notice to withdraw your money without charge, we must give you at least a month's notice before we can close the account.

### 13.3. What you and we must do when our relationship ends

When our agreement with you ends, or we close an account or stop providing a service or facility covered by it, you must:

- Repay any money you owe us; and
- Destroy anything you hold that belongs to us (such as cards or unused cheques).

If, after your account is closed, we pay any cheques you have issued or card transactions you have made or any charges relating to them, we will use money your accounts to cover these transactions.

When this agreement ends, or we close an account or stop providing a service or facility covered by it, we must:

- Promptly repay any money we owe you (after taking off of any money you owe us) in line with your instructions;
- Continue to keep to our obligations of confidentiality; and
- Help you switch to a different account or bank.

## 14. What to do if you are not satisfied with our service

If you feel that we have not provided the standard of service you expect, or if we make a mistake, please let us know. If you have a complaint, we aim to deal with it as quickly as possible and to your satisfaction. The easiest way to raise your complaint with us is to simply come into one of our branches or to give us a call

on +1-441-296-6969. You may also lodge a complaint or provide other feedback to us directly through our website.

The first person you speak to will do their best to solve the problem you're having, though complex issues may need up to seven working days. If our investigation is going to take longer than this, we'll contact you to let you know. We aim to have more complex issues resolved within 14 days of receipt. If we think it's going to

take longer, we'll tell you. We aim to have a full response for such cases within 35 days. If we haven't been able to resolve your complaint within 35 days of receiving it, or if you're unhappy with our final response, you can refer your complaint to the Department of Consumer Affairs.

If you do refer your complaint to the Department of Consumer Affairs, this will not affect your right to take legal action.



Clarien Bank Limited

**Principal Offices and Subsidiaries**

**Registered Office**

Point House  
6 Front Street  
1<sup>st</sup> Floor  
Hamilton HM 11  
Bermuda

**Main Branch**

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Hamilton HM 11  
Bermuda

**Clarien Investments Limited**

Point House  
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Bermuda

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I have read and understand the terms & conditions, features, functions, rates and fees for this product.