

## Terms and Condition

| Terms                                   | Definitions   |
|---|---|
| <b>The Bank /We/Us/GBTI</b>             | Guyana Bank for Trade and Industry Limited.   |
| <b>Online Banking Service /Platform</b> | GBTI Online Banking / mobile banking application  |
| <b>Contact</b>                          | Telephone # (592)231-4391/3 Email: gobanking@gbtibank.com   |
| <b>Alert</b>                            | A message sent to the customer via SMS / push notification / email address or on-screen notification regarding system or profile updates and transactions performed on the account. |
| <b>Business Day</b>                     | Monday to Friday from 08:00 hrs. To 14:00 hrs. Except bank or public holidays.  |
| <b>User/Customer/You/Your</b>           | Account holder, signatories on the account, company appointed agents and administrators, authorized user of GBTI Online   |
| <b>Electronic Credentials</b>           | Combination of user identification and access code(s) as determined by The Bank and The User. Access Codes can be one-time codes sent to a designated email or mobile phone.        |
| <b>Administrator</b>                    | User designated by the Customer to manage access to the associated accounts.  |

This Agreement signifies the contract between the Customer and The Bank which governs the use of GBTI Online Banking. The latest version can be accessed on the Bank's website.

### 1. GBTI Online Banking Services

The Bank provides various services that can be accessed electronically via the GBTI Online Banking Platform. Transactions or requests processed through this platform will be processed to your account(s).

### 2. Access to Services & Transaction Processing

The User will be granted access on successful submission of the Electronic Signature.

All transactions received through GBTI Online Banking will be considered authorized by The User without additional verification. Transactions will be processed only if funds are available to cover the transaction and any relevant charges.

Any balance shown through GBTI Online Banking, if not otherwise specified, will reflect the available balance based on the debits and credits processed on The User's account at the time of enquiry. The User acknowledges that the available balance shown may not be the actual available balance. Differences in the reflection of the available balance may be caused by deposits still subject to verification by the Bank, outstanding cheques not yet posted or other withdrawals, payments, holds or charges.

The User is solely responsible for any amount(s) entered and the accuracy of any information inputted or provided to process a transaction. The Bank will not be liable for any consequences or losses resulting from inaccuracies on the part of The User.

The Bank, from time to time will set or change limits for transactions carried out by The User through GBTI Online Banking. Notification of changes will be in accordance with the regulatory requirements and the laws of Guyana.

Any foreign currency transaction will be converted at the market exchange rate determined by the Bank at the time the transaction is posted to The User's Account.

The User acknowledges that the application of bill payments is the responsibility of the vendor and not GBTI. The Bank will not be liable for any loss or damages that may be incurred because of delayed transmission, late application, or misapplication of a bill payment.

## 3. Eligible Accounts

### 3.1 Retail Users

All accounts with a single signatory controlled by The User are eligible accounts. Accounts with special signing instructions are accessible in view only mode.

### 3.2 Corporate Users

All corporate accounts with a single signatory controlled by The User are eligible accounts. Accounts with specific signing instructions or multiple signatories can be classified as eligible accounts. However, The User assumes full responsibility for the management of access to such account (s) and the enforcement of the account (s) mandate via The User Admin function.

## 4. Change in Authorized Signatory/Mode of Operation of Account(s)

The User undertakes to promptly inform the Bank of any change(s) in the signatories, signing authority, assigned agents or the mode of operation of account(s) that are linked to the GBTI Online Banking Services.

## 5. Hours of Service

Users can access GBTI Online Banking Services through the Bank's website and Mobile Application. This service is fully accessible 24 hours daily. Maintenance of the system is done periodically, and this may affect access temporarily. Where possible The Bank will provide notice of service interruptions via print or electronic media.

The User understands that some transactions initiated via GBTI Online Banking will require internal and regulatory checks that may delay the processing of the transaction. The User accepts that transactions requested via GBTI Online Banking may be processed by the Bank on the next available time after the instruction was received, reviewed, and approved.

## 6. Fees and Charges

Transactions processed through GBTI Online Banking will attract the applicable transaction charges. The User authorizes The Bank to debit the associated eligible account for all charges related to the processing of instructions received through GBTI Online Banking

The Bank reserves the right to institute at its sole discretion fees for the use of GBTI Online Banking. Changes in the fee structure will be communicated to The User via our website at least thirty (30) days prior to implementation.

## 7. Security

### 7.1 Electronic Credentials

The User agrees to keep the Electronic Credentials confidential. This is to prevent unauthorized access and use of the associated account(s).

If The User suspects the Electronic Credentials have been compromised, it is the responsibility of The User to immediately change the Electronic Credentials or contact The Bank to request the Electronic Credentials be disabled. The User is liable for all transactions processed using the Electronic Credentials before they are disabled.

The Customer is required to notify the Bank or update his/her user profile to reflect any change in mobile number or email address. The User may send a written notice or visit any of our branches in person to update the records. For Corporate users this function can be performed by the Administrator if configured.

### 7.2 Use of Resources

By accessing GBTI Online Banking, The User hereby acknowledges that he/she is entering a protected website owned by the Bank, which shall be used only for authorized purposes. The Bank may monitor, and audit usage of the System and all persons are hereby notified that use of the Services constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information or change information on the GBTI Online Banking Platform are strictly prohibited and are subject to prosecution under the applicable laws.

The Bank reserves the right to block your access to GBTI Online Banking, to maintain or restore security to our website and systems or if the Bank has reason to believe your access information has been or may have been obtained and used by an unauthorized person.

The Bank will provide notification within reasonable time when changes are necessitated by an immediate need to restore or maintain the security of the Bank's systems or on an individual account.

## 8. Liability

The Bank is not responsible for any errors or failures from the malfunction or failure of your personal access device or your internet service provider.

The User agrees that, irrespective of the type of device, used to access or download the GBTI Online Banking - Mobile Banking Service application should only be done from an authorized platform or application stores. The Bank will not be responsible for your choice or consequences resulting from an unauthorized download or installation.

The Bank is not responsible for any computer virus and malware related problems that may be associated with the use of an online system. The Bank recommends that you install a trusted virus protection software and routinely scan your system.

## 9. Electronic Messaging

Electronic messages sent to us through GBTI Online Banking will be deemed as legal instruction from The User.

## 10. Alerts

GBTI Online Banking provides mandatory alerts. Additionally, users can subscribe to optional alerts. These alerts will be delivered to the registered mobile number and/or email address with the Bank. The optional alerts can be configured after The User signs into GBTI Online Banking.

The Bank shall not be liable for alerts sent out to unintended recipients if the mobile numbers and emails are not updated or are incorrect.

## 11. Notices

User accepts that the Bank may send notices and other communications to your contact information on our records. You further agree that the Bank will not be responsible or liable in any way if information is intercepted by an unauthorized person, either in transit or at your place of residence or business.

A notice is considered delivered one business day after transmission to the email/mobile number of the user on record.

## 12. Agreement to Terms and Conditions

Use of GBTI Online Banking Service is confirmation that The User agrees to be bound by these terms and conditions.

## 13. Changes to the Terms and Conditions

The Bank reserves the right to alter at any time the terms and conditions of this Agreement. The User will be notified of any such change as required by applicable law.

## 14. Cancellation/Termination

The Bank reserves the right to terminate this agreement at any time if it finds that there is misuse of the account. The Bank's actions will be guided by all applicable laws and regulations. The Bank will not be liable for any loss resulting therefrom. Any termination of this Agreement will not affect The User's liability

for Bank transfers made prior to the effective date and time of termination. The User accepts that transactions initiated by him/her cannot be stopped once the request is received and processed by the Bank.

The User may terminate the Agreement by written notice to the Bank. Such notification will not be effective until it is received by the Bank.

The Bank may terminate this Agreement and restrict access to The User at any time and without prior notice to protect the integrity of our internal systems and or the account.

## 15. Severability

If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity of that provision shall not affect the validity of the remaining provisions of this agreement.

## 16. Indemnity

The User agrees to hold The Bank harmless for any delay, loss, inconvenience, injury or damages caused by any breakdown or interruption to the GBTI Online Banking platform or related services due to circumstances beyond its control.

The User acknowledges that there are certain security, corruption, and transmission error and access availability risks associated with using open networks such as the Internet and wireless networks.

The User hereby assumes such risks which include but is not limited to misuse of password, internet frauds, and technological risk and agrees to indemnify and hold the Bank harmless for any loss or damages resulting from the use of the services to the extent allowed by applicable laws.

The User acknowledges that GBTI's Telex Service Provider may be required to disclose Customer Information and Personal Data to certain other third parties, including (without limitation) SWIFT, any country's central bank, auditors, or a governmental/ regulatory authority in order to meet the legal requirement of its Service Agreement and to comply with other applicable laws, regulations and governmental processes. In such cases, you undertake and agree to indemnify GBTI and its correspondent bank (s) fully and hold them harmless from and against all liabilities, loss, cost, actions, charges, damages, expenses, claims and demands which may be made against you because of such disclosures.

The User agrees that the Bank shall not be liable for any loss arising directly or indirectly, in whole or in part from: (a) any inaccuracy, act or failure to act on the part of any person not within Bank's reasonable control, (b) the negligence or misconduct of Customer or any Authorized Representative or other agent of Customer, (c) any ambiguity in the instructions given to Bank, (d) any error, failure or delay in the transmission of any funds transfer request which is caused by strikes, civil unrest, any inoperability of communications facilities or circumstances beyond Bank's reasonable control, or (e) Bank's reliance on instructions from persons purporting to be Authorized Representatives who present Bank with the incorrect information initiating transfers, pursuant to this Agreement. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED ORALLY.

## 17. Other Agreements

The User agrees that these terms and conditions are in accordance with and do not replace any of the Bank's terms and conditions for an account. If there is any inconsistency between the terms and conditions applying to the account, then these terms and conditions will apply for services provided through GBTI Online Banking.

## 18. The Governing Law

The laws of Guyana shall govern this Agreement and all transactions hereunder.