



FOR BANK USE ONLY

RIM #

Return the completed application in person, by courier or mail to Customer Support at P.O. Box 1097, Grand Cayman KY1-1102. The application can also be scanned and emailed via secure mail to cnb@caymannational.com or faxed to Customer Support at 345-949-8270. Please call 345-949-4655 and ask for "Internet Banking" if you need assistance. Terms are as defined in the Terms and Conditions for Business Online Banking ("Terms and Conditions").

CUSTOMER INFORMATION

Please write in BLOCK CAPITALS and tick where necessary

Form fields for Customer Information: New Application, Change Existing Profile, Business Name, Primary Contact Name, Office Telephone, Email Address, Cellular Telephone.

ADMINISTRATION INFORMATION

Form fields for Administration Information: Single Administrator Control, Dual Administrator Control, Multiple Administrator Control with descriptions.

The following person(s) is/are hereby designated as the Administrator(s) for the purposes and with the powers described in the Business Online Banking Reference Manual. The Administrators have direct and indirect control over bank accounts that may be different from existing signatories. See Terms and Conditions.

ADMINISTRATOR 1

Form fields for Administrator 1: Dr., Mr., Mrs., Ms., Miss, First Name, Middle Initial, Surname, Office Telephone, Cellular Telephone, User Name, Email Address, Password Delivery options.

ADMINISTRATOR 2 (if necessary)

Form fields for Administrator 2: Dr., Mr., Mrs., Ms., Miss, First Name, Middle Initial, Surname, Office Telephone, Cellular Telephone, User Name, Email Address, Password Delivery options.

ADMINISTRATOR 3 (if necessary)

Form fields for Administrator 3: Dr., Mr., Mrs., Ms., Miss, First Name, Middle Initial, Surname, Office Telephone, Cellular Telephone, User Name, Email Address, Password Delivery options.

Note: Applications cannot be processed without an email address. Email addresses will not be distributed to third parties for solicitation purposes.

ACCOUNTS AND SERVICES TO BE ACCESSED THROUGH ONLINE BANKING (for additional accounts, list on a separate sheet)

ACCOUNTS WILL HAVE "VIEW ONLY" ACCESS UNLESS ADDITIONAL SERVICES ARE SELECTED BELOW

Table with columns for Account Number and various services: Transfer View Only, Transfer Between My Accounts, Third Party Transfer Within Bank, International Draft, Local Draft, International Wire Transfer, Bill Payment, Standing Order, Loan Payment, Payroll.



ACCOUNTS AND SERVICES TO BE ACCESSED THROUGH ONLINE BANKING (Continued)

TERM DEPOSIT ACCOUNT NUMBER	LOAN ACCOUNT NUMBER	BUSINESS/CORPORATE CARDS (All cards linked to the parent entity will be viewed)
		View Cards Yes <input type="checkbox"/> No <input type="checkbox"/>
		Transfer Between My Accounts Yes <input type="checkbox"/> No <input type="checkbox"/>

AMENDMENT TO LIMITS (Transaction Limits Set are KYD Equivalent and Apply To All Accounts – for changes contact Customer Support)

PRODUCT TRANSACTION LIMIT FIELDS LEFT BLANK WILL DEFAULT TO CAYMAN NATIONAL BANK'S MAXIMUM LIMITS

PRODUCT	PER TRANSACTION LIMIT	MAXIMUM*	PER DAY LIMIT	MAXIMUM*
Bill Payment		KYD 25,000.00		KYD 50,000.00
International Draft		KYD 200,000.00		KYD 1,000,000.00
International Wire Transfer		KYD 10,000,000.00		KYD 30,000,000.00
Local Draft		KYD 125,000.00		KYD 500,000.00
Payroll		KYD 300,000.00		KYD 300,000.00
Third Party Transfer Within Bank		KYD 100,000.00		KYD 300,000.00
Transfer Between My Accounts		KYD 500,000.00		KYD 1,000,000.00

OTHER CUSTOMERS TO BE LINKED (optional, for Customers that are the parent entity of a business group)

FOR BANK USE ONLY

Customer Name	Each subsidiary customer to complete own application form. Contact Customer Support.	RIM #
Customer Name	Each subsidiary customer to complete own application form. Contact Customer Support.	RIM #
Customer Name	Each subsidiary customer to complete own application form. Contact Customer Support.	RIM #

If additional subsidiaries, list on a separate form.

How did you hear about Business Online Banking? Online Customer Service Centre Word of Mouth Brochure Advertisement

ACCEPTANCE OF TERMS & CONDITIONS BY CUSTOMER

The Customer hereby applies to Cayman National Bank Ltd. to use Cayman National's Business Online Banking for the Linked Accounts and the appointment of the named persons as Administrator(s), pursuant to the Terms & Conditions.

Customer hereby confirms and certifies that it has resolved on, pursuant to its constitutional and governing documents, to apply to Cayman National for Business Online Banking, in accordance with the Terms & Conditions and this Application Form and that the Customer has read, understood and agrees to be bound by the Terms & Conditions, which form part of this Application and are also available at www.caymannational.com.

Customer specifically agrees and understands that any prior or other requirement or instruction to Cayman National to verify any signatures on any type of transaction or to limit any transaction in any way, does not apply to any Customer instructions received through Business Online Banking. Customer acknowledges that limitations on individual or joint authority to transact any business under the other mandates do not apply to Customer instructions on Business Online Banking. Customer must establish (or re-establish) its own Account Control (eg: authorisation limits) through its Administrator(s) in accordance with the Business Online Banking Guides.

Signature	Signature
Director/President	Secretary/2nd Director
Print Name	Print Name
Date Day / Month / Year	Date Day / Month / Year

FOR BANK USE ONLY

Authorised By	Branch	Date Day / Month / Year
Customer Advised Phone <input type="checkbox"/> Email <input type="checkbox"/> In Person <input type="checkbox"/>	Date Rec'd in Customer Support	
Request Actioned By:	Date Day / Month / Year	Authorised By: Date Day / Month / Year
Date Complete Day / Month / Year		

TERMS & CONDITIONS OF BUSINESS ONLINE BANKING**Defined terms used in these Terms & Conditions are set out below:**

Account Control – The means by which the Customer, through the Administrator, establishes control and authorities over all Linked Accounts (eg: transaction limits, authorizations, workflow, Passwords), pursuant to the Business Online Banking Guides.

Administrator – A User who has been authorised by the Customer for the initial installation of the Business Online Banking and the Customer's on-going use of Business Online Banking as described in the Business Online Banking Guides.

Application Form – The application form provided by Cayman National to the Customer, for the purpose of applying for access to Business Online Banking and establishing the Administrator(s).

Authoriser – A User within the Authoriser Class.

Authoriser Class – A group of Users within Dual or Multiple Administrator Control who authorises (ie: releases to Cayman National for processing) any transaction.

Business Online Banking – The internet facility to conduct Business Online Banking Services offered by Cayman National.

Business Online Banking Guides – The welcome letter, any current Business Online Banking brochure, the Getting Started Guide and all customer guides, video tutorials, help text or similar documents (whether in hard copy or in electronic format) issued by Cayman National for use with the Business Online Banking Services, as amended from time to time.

Business Online Banking Services – The services and features that are available to Customers in Business Online Banking.

Cayman National – Cayman National Bank Ltd.

Customer – The account holder(s) of the Linked Account(s).

Customer Instructions – Any request or instruction that is received by Cayman National through Business Online Banking in accordance with Account Control.

Customer Support – Cayman National's customer support (for Business Online Banking and for other Cayman National services) is ordinarily available by phone or via the Message Center, between the hours of 8:30 am to 5:00 pm, on business days by phoning: 345-949-8300.

Dual Administrator Control – The feature within Business Online Banking in which two different Administrators are appointed. Each Administrator may authorise and establish Account Control but not to his or her own profile. At least two different Users are required to process any transaction and issue Customer Instructions.

Linked Accounts – All eligible account(s) (including credit cards where relevant) of the Customer(s) that are made accessible through Business Online Banking.

Message Center – The secure email portal with Cayman National's Customer Support contained within the online Business Online Banking Service.

Multiple Administrator Control – The feature within Business Online Banking in which at least three different Administrators are appointed. Two different Administrators authorise and establish Account Control but not to his or her own profile. At least two different Users are required to process any transaction and issue Customer Instructions.

Other Mandates – The Customer's bank mandates, banking resolutions, Client Agreement and Disclosure Statements, Terms & Conditions, and other agreements the Customer may have with Cayman National with respect to any Linked Account, at the time these Terms & Conditions for Business Online Banking are in force, or at any time in the future.

Password – Any confidential password, phrase, code or number, or any other identification whether issued to the Customer or any User by Cayman National or adopted by the Customer or any User, which may be used to access Business Online Banking.

Security Procedures – The steps required or recommended by Cayman National to protect Users' login IDs and passwords.

Single Administrator Control – The feature within Business Online Banking in which one Administrator only authorises and establishes Account Control, and in which only one User is required to process any transaction and issue Customer Instructions.

User – The Administrator(s) and any persons designated by the Administrator(s) as a User to use the Business Online Banking in accordance with the procedures set out in the Business Online Banking Guides.

Web site – The internet gateway provided for Business Online Banking at www.caymannational.com.

1. General, Other Mandates

1.1 These Terms & Conditions govern the Customer's use of the Business Online Banking Services provided by Cayman National.

1.2 These Terms & Conditions supplement the Other Mandates, and in the event of any conflict between these Terms & Conditions and any Other Mandate, these Terms & Conditions govern to the extent of such conflict. In addition, each Linked Account and the Business Online Banking Services are subject to the terms or instructions appearing on a screen, Cayman National's rules, procedures and policies applicable to each Linked Account, and the rules and regulations of any funds transfer system used in connection with Business Online Banking Services, and all applicable laws and regulations.

1.3 By signing the Application Form for Business Online Banking and/or any Supplement to the Application Form for Business Online Banking, and as a condition for using Business Online Banking, the Customer agrees to be bound by these Terms & Conditions.

2. Administrators and Account Control

2.1 Customer hereby confirms and acknowledges that, when using Business Online Banking, control over all of the Linked Accounts and the Customer's financial transactions rests with the Customer's appointment of the Administrator(s), and any controls the Administrator(s) then implement. The Administrator(s) have the authority and ability to establish, change, and remove other Users (including other Administrator(s)), their limits and authorizations and other Account Controls. As such, the Customer acknowledges and confirms to Cayman National that it is aware and consents that its appointed Administrator(s) have the ability to manage the Account Control for the Linked Account(s).

2.2 Customer specifically agrees and understands that any prior or other requirement or instruction to Cayman National to verify any signatures on any type of transaction, or to limit any transaction in any way, does not apply to any Customer Instructions received through Business Online Banking. Customer acknowledges that limitations on individual or joint authority to transact any business under the Other Mandates do not apply to Customer Instructions on Business Online Banking. Customer must establish (or re-establish) its own Account Control (eg: authorization limits) through its Administrator(s) in accordance with the Business Online Banking Guides.

2.3 Customer acknowledges, understands, and confirms to Cayman National that the Administrator(s), appointed by the Customer, are the person(s) who establish (a) the transaction limits and daily limits for each Business Online Banking Service; (b) the creation of Users and each of their profiles within Business Online Banking; and (c) any User's ability to access any or parts of the Business Online Banking Services and the Linked Accounts. As a result, the Administrator(s) are responsible for establishing the persons within the Customer's organization who will have access to the Linked Accounts, subject to the limits and/or any other controls set within Account Control.

2.3.1 Upon application for Business Online Banking Services, Customer must determine whether to establish Single Administrator Control, Dual Administrator Control, or Multiple Administrator Control.

2.3.2 Under Single Administrator Control, the Administrator may choose to establish the use of Business Online Banking Services so that one User only may issue Customer Instructions. As a result, it is possible that one person only (ie: one User only) may issue Customer Instructions without any other person verifying or approving



TERMS & CONDITIONS OF BUSINESS ONLINE BANKING (Continued)

- Customer Instructions. Customer acknowledges, understands, and confirms that the Single Administrator Control may be a higher risk option than Dual Administrator Control or Multiple Administrator Control, which requires at least two different Administrators to be appointed and which requires at least two persons (one of which must be an Authoriser) to issue Customer Instructions and to process any transaction.
- 2.4** Customer will designate the Administrator(s) on the Application Form for Business Online Banking Application and/or any Supplement(s). The Administrator(s) will register for Business Online Banking Services online and establish all Users and their authorities and limits.
- 2.5** If the Customer chooses Dual Administrator Control or Multiple Administrator Control, the Customer must provide the names, user names, and Know Your Customer (KYC) documents as requested by Cayman National of the persons who will be Authorisers, as defined in the Business Online Banking Guides.
- 2.6** If the Customer chooses Single Administrator Control, the Customer must provide name, username, and Know Your Customer (KYC) documents as requested by Cayman National for the User(s).
- 2.7** Consistent with the Business Online Banking Guides, the Administrators will receive their own passwords, and then establish all of the Customer's Users, including user names and passwords, in order to access Business Online Banking Services.
- 2.8** Upon initial application, the Customer will set specific transaction limits. The Customer may subsequently request a change to the initial transaction limits, subject to the Customer providing a duly signed request to Cayman National.
- 2.9** Customer acknowledges that each Authoriser, and each User under Single Administrator Control, may (depending on his or her own citizenship or residency status) have an obligation to report information relating to the Customer's Accounts to regulatory authorities or agencies outside of the Cayman Islands, including the United States of America, and that Cayman National may have similar reporting obligations.
- 3. Customer's Liability for Customer Instructions**
- 3.1** Customer releases and forever discharges Cayman National from any and all liability when executing or permitting any transactions or requests in accordance with Customer Instructions. Cayman National will not be liable to the Customer or any business entity for any loss, damage, or expense arising from access to an account by a User and the Customer hereby agrees to indemnify and keep Cayman National harmless against all actions, claims or demands arising from actions of a User or anyone purporting to be a User.
- 3.2** Cayman National is not responsible for errors or delays in processing caused by circumstances beyond its control, including but not limited to errors or omissions caused by the Customer in issuing Customer Instructions including keystroke or typographical errors.
- 3.3** Customer agrees that Cayman National will incur no liability to the Customer for failing to provide access to the Linked Accounts through the Business Online Banking Services. Cayman National may only be liable for material losses incurred by Customer to the extent such losses directly result from Cayman National's intentional misconduct in performing the Business Online Banking Services.
- 3.4** In no event will Cayman National be liable for any consequential, special, punitive or indirect loss or damage whether or not any claim for such damages is based on tort or contract or if Cayman National knew or should have known the likelihood of such damages.
- 3.5** Customer further agrees that Cayman National shall have no liability whatsoever for any loss or liability due to (a) any equipment, software or associated User documentation which any party other than Cayman National produces at any time for use in connection with the Business Online Banking Services or (b) any services through which Customer may access the Business Online Banking Services which are not controlled by Cayman National.
- 3.6** Customer acknowledges that the Administrator(s) and any User(s) (to the extent authorised by the Administrator(s)) will be able to view and access each of Customer's Linked Account(s) in any manner and for any purpose available through Business Online Banking Services whether now available or available at some time in the future.
- 3.7** Customer acknowledges that all Linked Accounts are for business purposes and are not intended for personal, family or household use.
- 4. Security Procedures and Customer Instructions**
- 4.1** Customer authorises Cayman National to act on Customer Instructions. For security purposes, Cayman National recommends that each User memorize his or her own Password and not write it down. The Customer must ensure each User is solely responsible for keeping his or her own Password and Linked Account information confidential. Details of Security Procedures and techniques used to protect the Customer's confidential information are given in the Business Online Banking Guides.
- 4.2** Customer and all Users agree to comply with the terms of these Terms & Conditions and any other reasonable instructions or recommendations Cayman National may issue regarding Business Online Banking security including, without limitation, the security recommendations contained in the Business Online Banking Guides. Customer agrees that it is solely responsible to establish, maintain and regularly review security arrangements concerning access to, and use of, Business Online Banking Services, and information stored on computing and communications systems, Users' control of Passwords, and access to Business Online Banking.
- 4.3** Customer confirms that it has assessed the Security Procedures for Business Online Banking and determined that these features, in combination with its own security measures, are adequate to protect its own Linked Account(s) and its own banking needs.
- 4.4** Customer must ensure that Users keep his or her own User name/Password secure and secret at all times and take steps to prevent unauthorised use of their User name/Password provided or created by them. Each User name/Password acts as a signature signifying authority and authenticity. Passwords may be changed by the User at anytime by following instructions in the Business Online Banking Guides.
- 4.5** Customer (or Administrator) must notify Cayman National immediately of any known or suspected unauthorised access to Business Online Banking or the Web site or any Linked Account, or any unauthorised transaction or instruction.
- 4.6** Because Business Online Banking Services are accessed through the internet, which is a public system over which Cayman National has no control, Customer acknowledges that it must ensure that any computer or other device which is used to access Business Online Banking Services is free from and adequately protected against acquiring computer viruses, security breaches or spy ware, and other destructive, invasive, or disruptive components.
- 4.7** Customer agrees that it is solely responsible for the performance and protection of any browser used in connection with Business Online Banking, including the prompt adoption of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.
- 5. Banking Services Available and Account Control**
- 5.1** As at the date of these Terms & Conditions, Cayman National offers Business Online Banking Services as described below. Cayman National may amend or terminate the terms and conditions of any service, or add any new service, as may be provided in the Business Online Banking Guides, as amended.
- 5.1.1** Transfer Between Own Accounts: Customer may transfer funds from a Linked Account to another Linked Account.
- 5.1.2** Establish New Term Deposit: Customer may request a new term deposit to be funded from a Linked Account.
- 5.1.3** Third Party Transfer Within Bank: Customer may transfer funds from a Linked Account to any other account held at Cayman National.
- 5.1.4** International Draft: Customer may order a bank draft, payable outside of the Cayman Islands, and debited to a Linked Account.
- 5.1.5** Local Draft: Customer may order a bank draft, payable within the Cayman Islands, and debited to a Linked Account.
- 5.1.6** Wire Transfer: Customer may request that funds be transmitted via bank wire to another financial institution, and debited to a Linked Account.



TERMS & CONDITIONS OF BUSINESS ONLINE BANKING (Continued)

- 5.1.7** Payroll: Customer may upload an electronic file in a designated format to credit multiple beneficiaries' accounts at Cayman National, and debited to a Linked Account.
- 5.1.8** Bill Payment: Customer may transfer funds from a Linked Account to pay another Cayman National customer that accepts payment as a "utility/common payee."
- 5.1.9** Standing Order: Customer may establish a single or reoccurring transaction.
- 5.1.10** Loan Payment: Customer may transfer funds from any Linked Account to make an extraordinary or unscheduled payment on a loan from Cayman National that is also a Linked Account.
- 5.1.11** Order Currency: Customer may request that an order for physical currency be prepared for collection.
- 5.1.12** Credit Cards: Customer may view credit card activity and make payment.
- 5.1.13** Stop Cheque: Customer may place a stop payment on a cheque or series of cheques.
- 5.1.14** Cheque Book Request: Customer may place an order for cheque books for pickup at a branch.
- 5.1.15** Account Creation Request: Customer may request to open an additional savings or chequing account.
- 5.1.16** Loan Application: Customer may submit a request for a commercial loan.
- 5.2** By registering for any of the Banking Services offered as part of Cayman National's Business Online Banking, pursuant to these Terms & Conditions and the Business Online Banking Guides, the Customer authorises Cayman National to process and action the relevant Customer Instructions without further authorization from the Customer. The Customer and its Users are solely responsible for the accuracy and completeness of Customer Instructions. Customer agrees to pay any associated fees or charges according to Cayman National's Fee Schedule then in effect.
- 5.3** Customer Instructions relating to Transfers Between Own Accounts, Third Party Transfers Within Bank, Bill Payments, or Loan Payments are processed automatically by Cayman National, and will generally be effected immediately, if received before 5:00 pm on a business day. Customer Instructions received after that time will generally be processed on the next business day.
- 5.4** Customer Instructions relating to International Drafts, Local Drafts, International Wire Transfers (and others), may be subject to review and verification. If such Customer Instructions are in order, instructions received by 12:30pm during business days may generally be actioned that day, and if received after 12:30pm, will be actioned on the following business day. If Cayman National has attempted but could not verify Customer Instructions, Customer agrees that Cayman National may, in its discretion, choose not to execute such Customer Instructions and that Cayman National will not be responsible or liable for any consequential losses or damages.
- 5.5** Customer Instructions relating to ordering currency will generally be filled by the next business day.
- 5.6** Customer Instructions requesting a new Term Deposit received by 12:30pm during business days may generally be actioned that day, and if received after 4:00 pm, will be actioned on the following business day.
- 5.7** Customer agrees that Cayman National is not responsible for the late receipt of any funds by any payee, which could or does result in a late charge or penalty being assessed by the payee. Customer acknowledges that it may take a payee up to three days to process internally and reconcile any payment by the Customer. As a result, Cayman National recommends that, for Customers using the Bill Payment Service, relevant Customer Instructions be received at least three business days before any payment deadline, in order to permit processing and reconciliation.
- 5.8** Cayman National is not responsible for delays or errors in processing caused by circumstances beyond its control, including but not limited to errors or omissions caused or made by the Customer, machine or transmission facility malfunctions, or the action or inaction of any software or hardware of a receiving bank or any other party.
- 5.9** Cayman National may reject any Customer Instructions that do not

- comply with Cayman National's requirements or policies, including but not limited to information required to meet anti-money laundering/counter-terrorist financing, or customer due diligence requirements.
- 5.10** Cayman National may reject and/or not process any Customer Instructions if there are insufficient available funds in the relevant Linked Account.
- 5.11.1** Cayman National may rely on the routing or identifying number provided in Customer Instructions for the intermediary bank or the beneficiary's bank, even if the name and identifying number are inconsistent, and that Cayman National has no duty to detect any such inconsistency in identification;
- 5.11.2** Cayman National may rely on the account number provided in the Customer Instructions and Cayman National is under no obligation to confirm that the name of the account to which funds are transferred conforms to the name given in the Customer Instructions;
- 5.11.3** Customer is solely responsible for full routing instructions, and agrees that in executing any Customer Instruction, Cayman National may make use of correspondents, agents, sub-agents, funds transfer and communications systems. The Customer agrees that if a Customer Instruction does not designate an intermediary bank where appropriate, Cayman National will select an intermediary bank on behalf of the Customer and the Customer agrees that Cayman National shall have no liability with respect to such selection. To the full extent permitted by law, correspondents, agents, sub-agents, systems or intermediary banks shall be deemed to be agents of the Customer and Cayman National shall not be under any liability for any errors, negligence, suspension or default of any of them, with all such risks being borne by the Customer.
- 5.12** As provided in the Business Online Banking Guides, Customer must establish the transaction limit (ie: no transaction may exceed the Cayman Islands dollar equivalent of the transaction limit) and the daily limit (ie: the daily total of all such transactions may not exceed the Cayman Islands dollar equivalent of the daily limit). For these purposes, Linked Accounts that are not denominated in Cayman Islands dollars are converted at the rates posted by Cayman National at the relevant time.
- 5.13** Transactions may not be executed by Cayman National immediately when a Customer Instruction is received. Some transactions may take time to process and certain Customer Instructions may only be processed during normal banking hours even though Business Online Banking is Online and may be accessible outside normal banking hours. Customer agrees that Cayman National is not responsible or liable for any delay in completing a transaction or Customer Instruction.
- 5.14** Cayman National is not obligated to execute any Customer Instructions if, in Cayman National's view:
 - it is not in accordance with any term or condition applicable to the Linked Account or the Business Online Banking Services;
 - Cayman National reasonably believes it may not be properly authorised or involves funds subject to a hold, dispute, restriction, or legal process that may prevent withdrawal;
 - it would result in exceeding any limit established by Cayman National;
 - it would violate any applicable provision of any risk control program or parameter;
 - it is not in accordance with applicable Cayman National policies, procedures or practices;
 - any Linked Account is being used for any illegal or immoral purpose;
 - Cayman National has reasonable cause not to honor the Customer Instructions for its own or Customer's protection; or
 - access to Business Online Banking is terminated.

6. Electronic Statements

6.1 The Administrator may choose to receive periodic account statements for one or more Linked Accounts by electronic means (rather than in paper), in accordance with the Business Online

**TERMS & CONDITIONS OF BUSINESS ONLINE BANKING (Continued)**

- Banking Guides. If any Linked Account is so designated, Cayman National is authorised to stop sending paper statements for the selected Linked Accounts to the Customer.
- 6.2** At any time, Customer may request that paper statements be created and dispatched (in accordance with the Business Online Banking Guides), in which case Cayman National's standard fee then in effect and charged for paper delivery copies of account statements will apply.
- 7. Hardware and Software Requirements**
- 7.1** Customer agrees that it has or will have access to a computer capable of supporting, at its own cost, high level browser encryption, internet access, a valid email address, and Business Online Banking, all as described in the Business Online Banking Guides.
- 7.2** If the method of electronic delivery by Cayman National changes so as to require additional software, upgrades, plug-ins or additional security features in Customer's hardware or software system, Customer agrees to either terminate Business Online Banking Services or to upgrade the necessary hardware or software system to the required standards.
- 8. Fees**
- 8.1** Customer agrees to pay the fees (if any) for the Business Online Banking Services as Cayman National may advise from time to time. Cayman National may make changes to its Fee Schedule at any time, and may notify Customers either directly in writing, or by posting notification in Cayman National branches and on its Web site, via email, or via the Message Center. These fees are in addition to any fees for particular banking or other services Cayman National may provide for the Linked Accounts pursuant to the Other Mandates and the Schedule of Fees applicable at the time.
- 8.2** The Customer's Online and/or telephone service provider may charge additional fees for their services, which are the Customer's responsibility.
- 9. Release and Indemnity**
- 9.1** Customer agrees to release, discharge, and indemnify and hold Cayman National harmless from all losses, liability, claims, demands, judgments and expenses arising out of or in any way connected to Business Online Banking Services, use of Business Online Banking and any Linked Account, or any breach by the Customer of the Security Procedures.
- 9.2** Customer agrees to keep Cayman National fully indemnified against all actions, proceedings, costs, loss and damage of any kind which Cayman National (or its parent, or any of its subsidiaries, affiliates) may suffer as a result of Cayman National's actions in acting upon Customer Instructions in accordance with these Terms & Conditions, or as a result of Customer's failure to comply with its duties under these Terms & Conditions and the Business Online Banking Guides.
- 10. Termination**
- 10.1** Cayman National may terminate Customer's access to the Business Online Banking, in whole or in part, at any time. Access to Business Online Banking may be reinstated by Cayman National, at its sole discretion, at any time. If reinstated, then the current Terms & Conditions will apply. To request reinstatement, the Customer or Administrator should contact Customer Support.
- 11. Service Interruption**
- 11.1** At certain times the Business Online Banking Service may not be available due to system maintenance or circumstances beyond Cayman National's control. During such times, or if for any reason a Customer cannot access Business Online Banking Services, contact Customer Support.
- 12. Force Majeure**
- 12.1** Neither party will be liable for delay in performing or failure to perform any of its obligations under these Terms & Conditions which is caused by circumstances beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of telecommunications, data communications and computer systems and services, hurricane, war, act of terrorism, civil unrest, government action, strikes, lock-outs or other industrial action or trade disputes (whether involving either party's employees or those of a third party) or any act of God. Any delay or failure of this kind will not be deemed to be a breach of these Terms & Conditions and the time for performance of the affected obligation will be extended by a period which is reasonable in the circumstances.
- 13. Intellectual Property**
- 13.1** Cayman National owns or licenses all copyright in the pages, screens, information (other than information about the Linked Accounts and the Customer's financial affairs) and all material in its arrangement provided for Business Online Banking Services and in the Web site (together the "Material"), unless otherwise noted. Customer may print, copy, download, or temporarily store extracts from the Material for its own information or when using Business Online Banking Services. Customers may not alter or otherwise make any changes to any Material printed or downloaded including, without limitation, removing any identifying marks or legends from such Material. Any other use is prohibited unless the Customer first requests and obtains Cayman National's written permission.
- 13.2** Where tools and other facilities ("Tools") are provided to Users in connection with the Web site, such Tools are not provided as part of the Business Online Banking Services and are provided subject to the terms, conditions, exclusions, and disclaimers relevant to such Tools as provided.
- 14. Changes to Terms & Conditions**
- 14.1** Except as otherwise required by law, rule, or regulation, Cayman National may change the terms of these Terms & Conditions without prior notice to Customers from time to time and at any time. When changes are made, Cayman National will update these Terms & Conditions on the Web site. The Web site will be updated on the effective date, unless an immediate change is necessary for security reasons or a change in a law, rule or regulation requires the change. In that case, these Terms & Conditions will be updated as soon as possible after the change. Customer agrees that any required notice of a change to the terms of these Terms & Conditions may be posted to the Web site, reflected within Business Online Banking itself, sent to the Customer via the Message Center, or to the email address as reflected in Cayman National records. Customer agrees to be bound by the terms of these Terms & Conditions as amended from time to time and posted on the Web site.
- 14.2** Continued use of Business Online Banking constitutes acceptance of these Terms & Conditions, as may be amended.
- 15. Interpretation**
- 15.1** Unless the context otherwise requires, words used herein importing the singular number shall include the plural number and vice-versa, and words importing persons only shall include companies or associations or bodies of persons whether incorporated or not. All references to time refer to the time in the Eastern Standard Time zone (ie: the time in the Cayman Islands).
- 16. Assignment**
- 16.1** Cayman National may assign its rights under these Terms & Conditions to an affiliated company now or in the future. Cayman National may also assign or delegate certain of its rights and responsibilities under these Terms & Conditions to independent contractors or other third parties.
- 17. Applicable Law**
- 17.1** These Terms & Conditions are governed by the laws of the Cayman Islands, and the parties consent to the exclusive jurisdiction and venue of the courts of the Cayman Islands.
- 18. Notices**
- 18.1** Any notice required to be provided to a Customer in writing may be sent electronically via the Message Center, or to Customer's email address as reflected in Cayman National's records.