

**Bank of Saint Lucia Limited**  
**Electronic Banking Terms and Conditions**

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## (1) Introduction

- 1.1. The following Terms and Conditions ("**Agreement**") governs the use of Bank of Saint Lucia's ("**BOSL**" or "**The Bank**") **electronic (digital) banking ("E-banking") services ("The Services")**, effective **23<sup>rd</sup> March 2026**.
- 1.2. The Agreement applies collectively to the use of The Bank's E-banking services through a computer or similar device and mobile device (mobile phone, tablet, etc.) via the internet.
- 1.3. This Agreement establishes the terms and conditions for electronic access to the internet banking system(s) ("**The Systems**") provided by BOSL. When you use any of The Services described in this Agreement, you agree to the terms and conditions of this Agreement.
- 1.4. This Agreement supersedes all other previous Terms and Conditions relating to any E-banking service product provided by BOSL prior to the date outlined in Clause **1.1.** above.
- 1.5. Please read this Agreement carefully before you use or apply for enrollment in The Services. If you do not understand or require assistance with any part of this Agreement, or if you have any questions, please seek clarification via contact with The Bank as follows:
  - (i) In person at the BOSL branch most convenient to you;
  - (ii) Call BOSL's Customer Support Centre at the local number **1 (758) 456-6999**. Customers calling from international numbers can call **1 (305) 501-2931**;
  - (iii) E-mail The Bank at [bosldigital@bankofsaintlucia.com](mailto:bosldigital@bankofsaintlucia.com);
  - (iv) Printed letter via post or courier to:  
**1 Bridge Street**  
**PO Box 1862**  
**Castries, LC04 101**  
**Saint Lucia**

## (2) Definition of Terms

- 2.1. For purposes of this Agreement, the use of the words:
  1. "**Account Holder**" means a person who is registered on BOSL's records as having ownership of an account whether individually or jointly.
  2. "**Account(s)**" means your account(s) held/registered/opened at BOSL.
  3. "**Funds transfers**" means any monetary transfers to and from Account(s) using The Systems.
  4. "**Account Signatory**" or "**Signatory**" means the person or persons who are authorised to operate an account under the relevant account signature mandate at BOSL.
  5. "**Authorized User/users**" means any individual/individuals who has/have been designated by the Signatory/signatories to access, use, administer, or otherwise interact with The Services on their behalf, including but not limited to the initiation, approval, execution, administration or configuration of transactions, user entitlements, system permissions, approval workflows and Multi-Signature Configuration, to the extent permitted within the Systems.
  6. "**Available balance**" means the amount of funds available in an account, that may be accessed for use pursuant to this Agreement. It includes any unused overdraft or other agreed credit facility at BOSL. However, it does not include any **uncleared** funds; value(s) held against account balances; interest accrued but not credited; or deposits in transit such as wire transfers and salary payments.
  7. "**Bill Payment**" means the bill payment service offered by the Bank.
  8. "**Business day**" means any day on which BOSL operates other than a day announced, published in the St. Lucia Gazette, or otherwise declared as a public holiday or non-business day.
  9. "**Call back**" means a **discretionary voice** call made by The Bank to you as part of The Bank's procedures for transaction processing.
  10. "**Credentials**" means the digital keys that are issued by BOSL to approved users to access The Services via The Systems. Credentials include but are not Limited to: passwords; usernames (user IDs); and tokens.
  11. "**Cut-off Time**" means the time, as advised and determined by BOSL, by which any payment(s) or associated instructions must be received by BOSL via The Systems to facilitate finalizing the effected transaction.

12. "**Day**" shall mean a calendar day, unless otherwise indicated.
13. "**Entity**" means any incorporated business who is party to a transaction which is effected via The Systems or The Services.
14. "**Individual**" means any natural person who is party to a transaction which is effected via The Systems or The Services.
15. "**Instruction**" means a request or directive to BOSL which is effected via The Systems or The Services.
16. "**In writing**" means any communication in a reasonably legible (readable) font that is clear and conspicuous in meaning, which may be displayed on a computer or other device screen or on paper.
17. "**Merchant**" means a retailer or any other provider of goods or services.
18. "**Mobile Device**" is a hand-held portable computing device such as a mobile phone or tablet that you have registered for use in connection with The Services.
19. "**Monetary Transactions**" refers to all cash or cash-equivalent transactions transfers to and from your account(s) that are facilitated through The Systems. Such transactions include but are not limited to: bill/utility payments; transfers from your account to another BOSL account; and vice versa.
20. "**Multi-Signature Configuration**" means any configuration, setting, rule, workflow, or control established within The Systems that permits, requires, or governs the approval of a transaction by more than one Authorized User, including but not limited to approval thresholds, approval sequences, transaction types subject to approval, user roles, user entitlements, and administrative permissions relating to transaction authorization.
21. "**Non-consumer transaction**" means the use of The Services for (i) any transfer of funds through a wire transfer system; (ii) any transfer of funds the primary purpose of which is the purchase or sale of a security or commodity; and any other use of The Services if the use is not covered by Agreement.
22. "**Non-monetary Transactions**" refers to transactions facilitated by The system, which are not cash-based. These include but are not limited to: viewing account balances; viewing transaction histories; downloads; and communicating to BOSL.
23. "**Payee**" is the person or entity to which you wish a bill payment to be directed, is the person or entity from which you receive electronic bills, or a person to which you wish any monetary payment(s) to be directed as the case may be.
24. "**Payment**" means monetary transactions from an account(s) belonging to the payer at BOSL to an account not belonging to the payer.
25. "**Payment Account**" is the account(s) from which any payments will be debited.
26. "**Payment Instruction**" is the information provided by you to The Services for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).
27. "**The Application**" means the method(s) and/or documents approved by The Bank for requesting enrollment into The Services.
28. "**The Form**" same as **The Application**.
29. "**Scheduled Payment**" is a payment that has been scheduled through The Services but has not begun processing.
30. "**Terms and Conditions**" means these terms and conditions as amended from time to time by BOSL.
31. "**Transfer**" means the general movement of funds among accounts held at BOSL or to and from accounts held at other financial institutions.
32. "**Unauthorised Transaction**" means any transaction made without the Account holder(s)' knowledge or consent. This does not include transactions carried out by the account holder, or by an agent of the account holder with the knowledge and consent of the account holder.
33. "**We**", "**Our**", "**Us**", "**Bank**", "**BOSL**" and other similar terms mean **BANK OF SAINT LUCIA LIMITED**.
34. "**You**", "**Your**", "**User**", "**Customer**", "**Company**" and other similar terms refer to the **account holder** and anyone else authorized by that account holder to exercise control over account holder's funds through The Systems, subject to the parameters of multiple user access as set forth within The Systems.

### (3) Applicability

- 3.1. If you are an **Individual**, then you agree to use The Services for transactions permitted by the Systems subject to the custodial account arrangement with The Bank. For the purpose of applicability, individuals include: **natural persons**; **sole**

**traders (Trading As); and partnerships.**

- 3.2. If you are an **Entity** (not an individual), including but not limited to: associations and societies; body corporates; clubs; companies; embassies; groups, and statutory bodies then you agree to use The Services for transactions permitted by the Systems subject to the custodial account arrangement with The Bank.

#### **(4) Enrollment (Registration)**

- 4.1. You can enroll in and use The Services, provided that:

4.1.1. You apply for The Services using the form(s) ("**The Application**" or "**The Form**") and method(s) prescribed solely by The Bank as follows:

4.1.1.1. **In writing:**

(a) You may obtain The Application from any BOSL branch or on BOSL's website (<https://www.bankofsaintlucia.com/>).

(b) You must fill-in (complete) The Application in its entirety as outlined in the instructions in The Application.

(c) You must submit the completed Application to The Bank using the methods outlined in The Application.

4.1.1.2. Self-enrollment (where offered via The Systems) using any manual or digital facility provided by The Bank via The Services. Self-enrollment pertains to you completing the enrollment process without any direct intervention from The Bank.

4.1.2. After the Bank accepts and approves The Application, you will be informed whether your request for enrollment has been approved and accepted. The Bank will use any of your contact information on record to inform you of the preceding.

- 4.2. You will be **automatically** enrolled (registered) for both **online** and **mobile** banking whenever your request for enrollment is approved by The Bank.

4.3. Enrollment is at the Bank's sole discretion and is therefore subject to change.

4.4. Enrollment requires that you will be allowed at least **view only** access to **all** your accounts held at The Bank. These accounts include but are not limited to: savings, chequing, fixed income (CD), loans, and cash collaterals.

4.5. Where enrollment is being sought to use The Services to transact from accounts owned in the capacity of **natural persons** (individuals), BOSL recommends that each Signatory to the accounts enrolls in The Service.

4.6. Where enrollment is being sought to use The Services to transact from accounts owned in the capacity of **entities** (incorporations), BOSL recommends that each of the entity's desired users of The Services enrolls in The Service.

4.7. Generally, and unless otherwise indicated, enrollment access is based upon the type of custodial account arrangement you have with the Bank as follows:

4.7.1. For **personal deposit accounts** classified for use and operation exclusively by **minor** natural persons (individuals below **18** years), the account holder may be allowed to make transfers **into** and **out** of these accounts to facilitate transactions, provided that access to such functionality is approved by the account holder's parent/guardian prior to being granted by BOSL.

4.7.2. For **personal deposit accounts** classified for use and operation by **minor** natural persons and operated **jointly** with one or more **adult** natural persons requiring **any one** (either/or) signing stipulation, the account holder may be allowed to make transfers **into** and **out** of these accounts to facilitate transactions, provided that access to such functionality is approved by the account holder's parent/guardian prior to being granted by BOSL.

4.7.3. For **personal deposit accounts** classified for use and operation by **minor** natural persons and operated **jointly** with one or more **adult** natural persons requiring **at least two (2) to sign** stipulation, the account holder will only be allowed to **view** the transaction history of these accounts.

4.7.4. For **personal deposit accounts** owned and operated exclusively by **one adult** natural person (individual), the account holder is allowed to make transfers **into** and **out** of these accounts to facilitate transactions.

4.7.5. For **personal deposit accounts** owned and operated **jointly** by **multiple adult** natural persons with an **any one** (either/or) signing stipulation, any of the account holders is allowed to make transfers **into** and **out** of these joint accounts to facilitate transactions.

4.7.6. For **personal deposit accounts** owned and operated **jointly** by **multiple adult** natural persons with a **both** or **any two (2) to sign** stipulation, the account holders are allowed to make transfers **into** and **out** of these accounts to

facilitate transactions.

- 4.7.7. For **personal deposit accounts** owned and operated **jointly** by **multiple adult** natural persons with a **more than two (2) to sign** stipulation, the account holders will only be allowed to **view** the transaction history of these accounts but **will not** be allowed to facilitate transactions.
- 4.7.8. For **business deposit accounts** owned and operated exclusively by **one signatory**, the signatory will be able make transfers **in** and **out** of the accounts to facilitate transactions.
- 4.7.9. For **corporate (entity) deposit accounts** owned and operated **jointly** by **multiple** signatories with an **any one** (either/or) signing stipulation, the signatories will be able make transfers **into** and **out** of the accounts to facilitate transactions.
- 4.7.10. For corporate (entity/entities), deposit accounts owned and operated jointly by multiple signatories with at least a two (2) to sign stipulation, the signatories/designees (authorized users) will, at minimum, be allowed to view the transaction history of these accounts. Additionally, the signatories/designees may be able to transact on the deposit accounts in keeping with the functionalities provided within The Services.
- 4.7.11. For personal or corporate fixed income (fixed deposit) and fixed investment (retirement [IRA] and education savings) accounts regardless of ownership and operation, the signatories/designees will only be allowed to view the transaction history of these accounts but will not be allowed to facilitate transactions.
- 4.7.12. For personal or corporate fixed investment (home ownership – Guaranteed Mortgage Savings Plan) accounts regardless of ownership and operation, the signatories/designees will only be allowed to make transfers **into** these accounts, in accordance with the custodial arrangement made with The Bank.
- 4.8. Where you designate Authorized Users to access The Services on your behalf, you acknowledge and agree that all decisions relating to the assignment, modification, or removal of user roles, permissions, administrative privileges, and transaction approval authority, including Multi-Signature Configuration, are made solely by you or persons acting under your authority. The Bank does not determine, verify, or enforce your internal governance, signing mandates, corporate resolutions, or approval hierarchies and shall not be responsible for ensuring that Authorized Users act in accordance with your internal policies or intended controls.
- 4.9. Any changes made to the custodial account arrangement you have with the Bank will, unless otherwise indicated, be aligned with the preceding enrollment classifications accordingly.
- 4.10. Enrollment will permit you to access only the Accounts to which you are a party or have designated.

#### **Information Authorization**

- 4.11. Your enrollment in The Services will not be fulfilled if The Bank cannot verify your identity or other necessary information.
- 4.12. Through your enrollment in The Services, you agree that The Bank reserves the right to:
  - 4.12.1. Request a review of your credit rating at its own expense through an authorized bureau.
  - 4.12.2. Obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

#### **(5) Termination, Cancellation, or Suspension of enrollment**

- 5.1. You agree and understand that:
  - 5.1.1. Unless indicated otherwise in this Agreement, The Bank may terminate or suspend service to you at any time.
  - 5.1.2. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

#### **Termination and Cancellation**

- 5.2. For the purposes of this Agreement, the terms **termination** and **cancellation** of enrollment are considered **synonymous** and **interchangeable** and will therefore be considered as meaning the same and having the same effect on The Services.
- 5.3. Unless stated otherwise in this Agreement, termination of enrollment may be initiated by you and must be communicated to The Bank in writing, via with the delivery media outlined in Clause **(36) (Communications Between The Bank and You)**. The Bank, will then terminate your enrollment in The Services in accordance with its internal procedures, following which The Bank will inform you. Further and unless The Bank indicates otherwise, termination of your enrollment in The Services does not affect your use of or access to The Bank's other services.

- 5.4. Termination of enrollment may be executed by The Bank:
  - 5.4.1. At any time, immediately and without notice to you, if you repeatedly or seriously breach any terms of The Agreement.
  - 5.4.2. At any time, immediately and without notice to you, if your relationship with The Bank is terminated by you or The Bank.
  - 5.4.3. At any time, immediately and without notice to you, if all your accounts and services are closed by you or The Bank.
  - 5.4.4. At any time, immediately and without notice to you, if The Bank has been ordered to do so by its regulators or owing to its due diligence procedures.
  - 5.4.5. At any time, immediately and without notice to you, if The Bank suspects or discovers that the device(s) (computer or mobile) you use to connect to The Systems:
    - 1. Is/are not secure
    - 2. Contain(s) or is/are vulnerable to viruses or malicious software.
    - 3. Is/are being used intentionally or otherwise to disrupt The Systems.
- 5.5. With the exception of the preceding, The Bank will communicate its intention to terminate your enrollment with the provision of at least **thirty (30)** days' notice.
- 5.6. Any Payments The Bank has already processed before the requested termination date will be completed.
- 5.7. All scheduled Payments including recurring payments will be discontinued once The Services is terminated.

### **Suspension**

- 5.8. For the purposes of this Agreement, the term **suspension** of enrollment refers to the temporary deliberate unavailability of The Services or part thereof until its deliberate restoration in part or full.
- 5.9. Unless stated otherwise in this Agreement, you may not request suspension of your enrollment nor does The Bank allow you to suspend your enrollment.
- 5.10. Suspension of enrollment may be executed by The Bank at any time, immediately and without notice to you.
- 5.11. With the exception of the preceding, The Bank will communicate our intention to suspend with at least **thirty (30)** days' notice to you.
- 5.12. Any Payments The Services has already processed before suspension will be completed by The Services.
- 5.13. All scheduled Payments including recurring payments will not be processed once The Services is suspended.

### **(6) Using the E-banking services (The Services)**

#### **General Use**

- 6.1. The Bank grants you a limited non-exclusive, non-transferable license to access and use its E-Banking services solely for your use in connection to your banking relationship with us. The Bank therefore provides the E-Banking services exclusively for you to access and manage your accounts and any accompanying transactions through media that The Bank considers convenient to you. As such:
  - 6.1.1. You may not use, distribute, sell, modify, transmit, revise, reverse engineer, republish, post or create derivative works (where applicable) of the trade-marks, trade names, logos, information, software or other material or content in this Agreement, referred to collectively, as the "**content**") of The Services without The Bank's prior written permission.
  - 6.1.2. You acknowledge and agree that this Service and its content are the property of The Bank, its affiliates, or its respective service providers, suppliers or licensors.
  - 6.1.3. Further to the preceding, you agree that you will not acquire any rights or licenses in any trade-marks, patents, copyright or other intellectual property.
  - 6.1.4. You acknowledge that The Bank provides The Services at its sole discretion and may withdraw or modify The Services at any time.
  - 6.1.5. You agree that The E-Banking services will be used to complete only the monetary and non-monetary transactions allowed by The Bank in relation to your account(s). The types of transactions made available may be varied solely

at BOSL's discretion.

- 6.1.6. You may not:
- 6.1.6.1. Use The Services for illegal purposes or for anything inconsistent with the Agreement.
  - 6.1.6.2. Reproduce, copy, modify, tamper with, or redistribute any part of The Services.
  - 6.1.6.3. Make (generate) or attempt to make any income directly from using The Services. Making or attempts to make income include but are not limited to subletting, renting, or selling your Credentials to third parties whether or not they hold accounts at BOSL.
  - 6.1.6.4. Use The Services on a device or computer which you know contains or is vulnerable to viruses, malicious software.
  - 6.1.6.5. Further to the preceding, use The Services on a device or computer which you know does not have up-to-date security software such as anti-virus software, anti-spyware software, and firewalls installed on it.
  - 6.1.6.6. Use The Services in a way that could damage or affect our systems, security, or interfere with or restrict anyone else's use of The Services. Such malicious methods of use include but are not limited to hacking, denial of service attacks, and phishing.
  - 6.1.6.7. Use The Systems to collect data from BOSL, our customers, or The Service, other than that which BOSL allows. Additionally, you may not attempt to decipher any transmissions to or from BOSL's hardware and/or software used to provide The Services.
- 6.2. You are responsible for acquiring and maintaining any equipment or device (e.g. a computer or mobile device), which may be necessary for your continued access to and use of The Services.
- 6.2.1. Further to the preceding You are responsible for all the costs associated with:
1. Maintaining any equipment or device which may be necessary for your continued access to and use of The Services.
  2. Communication and software which may be necessary for your continued access to and use of The Services.
  3. Protecting any equipment or device which may be necessary for your continued access to and use of The Services. Protection costs include but are not limited to: anti-virus protection; malware protection; theft protection; and unauthorized use protection.
- 6.2.2. Subject to **Clause 6.2.1** above, The Bank will offer the following features via The Services and The Systems:
1. View balance information on your Accounts.
  2. View Account history.
  3. Transfer funds between your Accounts held at The Bank.
  4. Transfer funds from your Accounts held at The Bank to Accounts belonging to third parties held at The Bank.
  5. Make payments to loans held at The Bank.
  6. View images of transactions initiated via select paper-based vouchers (e.g. cheques).
  7. Make stop payment requests.
  8. Export Account transaction history information in formats that are pre-determined by The Bank.
  9. Pay bills.
  10. System Customizations.
- 6.2.3. You understand that though some services or features of The Services may be visible to you when you access The Systems, these services or features may not have not been approved for your use and therefore, will not be available to you. It is likely that that The Systems will not allow you to select or interact with such unapproved services or features. Apart from or further to the preceding, The Systems may indicate the unavailability of the services or features via various messages.
- 6.2.4. You understand that The Bank may, from time to time, introduce new services. In such cases, The Bank shall notify you accordingly and, if necessary, update this Agreement to notify you of the existence of these new services. In the absence of the preceding updated Agreement, using new services when they become available, means that you agree to be bound by the terms and conditions in this Agreement and any updates thereto.
- 6.2.5. The Bank will make every reasonable effort to ensure that the Information (balances, transfer amounts, etc.) shown on The Systems is up-to-date. The information displayed may include transactions that are still subject to verification or not applied permanently to accounts (e.g., debit card activity) and may not include outstanding cheques or credits. The current balance of any Account is a total dollar value of items that The Bank has processed to the Account.

## Customizations

- 6.3. Owing to the diverse nature of our customers' needs The Bank, in its sole discretion and subject to the provisions of Clause **(9) Service Upgrades & Availability**, may permit you to customize some of the features of The Services.
- 6.4. You understand and agree that The Bank may withdraw your access to customizations and undo any of your customizations that The Bank considers nonessential at any time.
- 6.5. Customizations may vary depending the type of custodial account arrangement you have with the Bank.
- 6.6. Customizations may include but are not limited to:
  1. Renaming (pseudonymization) of accounts for **your** display and identification purposes only.
  2. Changing the list of your viewable accounts.
  3. Adding/removing utility bills for payment using The Services' predefined list of utility company Payees.
  4. Determining which alerts you wish to receive from The Services' predefined list.
  5. Establishing Multi-Signature Configuration, including approval thresholds, approval sequences, transaction limits, and the designation of Authorized Users with approval or administrative privileges. You understand and agree that any such Customizations are implemented at your discretion and risk, and that The Bank does not supervise, monitor, validate, or audit the effectiveness, appropriateness, or continued integrity of such Customizations.

## **(7) Using Online Banking**

- 7.1. To use the **online** aspect of The Systems, you must successfully enroll in The Service and have at least one account at The Bank.
- 7.2. You agree to:
  - 7.2.1. Use a computer or similar device that is compatible with the requirements of The Systems including but not limited to: operating system; browsers; hardware; and software applications.
  - 7.2.2. Access The Services using the Credentials provided to you by The Bank.
- 7.3. You agree and accept to pay the charges associated with the medium (e.g. internet) you use to connect to and communicate with The Systems through which The Services are provided.
- 7.4. If you travel outside of St. Lucia, you may still have access to The Services provided that you travel to a region that allows you to access the service.
  - 7.4.1. If you travel to a region with which The Bank is restricted from doing business under regulatory, international, or other restrictions, The Bank may block your access or attempts to access The Services until you leave the affected region.

## **(8) Using Mobile Banking**

- 8.1. To use the **mobile** aspect of The Systems, you must successfully enroll in The Service and have at least one qualifying account at The Bank.
- 8.2. Access The Services using the Credentials provided to you by The Bank.
- 8.3. You agree and accept to pay the charges associated with the medium (e.g. mobile data) you use to connect to and communicate with The Systems.
- 8.4. Not all mobile devices may be capable of accessing and using The Services. You agree therefore, to be responsible for using, having, or obtaining a mobile device that is compatible with any use of The Services. BOSL is not responsible for any inability of a mobile device to access The Services or any loss or damage to a mobile device resulting from your access or use or attempted use of The Services. Compatible requirements include but not limited to: operating system; application (app); and hardware.
- 8.5. If you travel outside of St. Lucia, you may still have access to The Services. You should check with your mobile service provider that the mobile device(s) you intend to use will be able to reliably use the network(s) in those countries in which you are travelling.
  - 8.5.1. If you travel to a region with which The Bank is restricted from doing business under regulatory, international, or other restrictions, The Bank may block your access or attempts to access The Services until you leave the affected region.

- 8.6. You are responsible for any conditions of use and charges relating to the mobile device(s) you use to access The Systems and use The Services.
- 8.7. You must notify your mobile device and/or mobile service provider if the mobile device(s) you use to access The Service is lost or stolen.

**(9) Service Upgrades & Availability**

- 9.1. You agree that BOSL may occasionally make changes to The Services (such as introducing new features or updating the mobile banking app). Depending on the nature of the update to The Services, you may not be able to use The Services until you have updated the software and or hardware of the devices you use to access The Services.
- 9.2. You understand that where BOSL makes changes to The Services, you may be required to agree to **new** terms and conditions if you want to continue to use The Services.
- 9.3. BOSL will make every reasonable effort to ensure that The Service will be available to you for **twenty-four (24)** hours daily without interruption unless:
  - 9.3.1. Otherwise as indicated throughout this Agreement.
  - 9.3.2. BOSL is making changes to its systems; encounters technical or security issues, or is restricted owing to legal or regulatory reasons or due to unusual events or circumstances beyond its reasonable control (for example, if a service provider stops providing services for any reason); or
  - 9.3.3. Your internet connection, mobile device or network fails. The mobile banking app may also not be available if it is not keep updated.

**(10) Security**

- 10.1. The Bank will take all reasonable measures in accordance with industry standards to prevent unauthorised access to your accounts through The Systems to ensure that E-banking is safe and secure and does not contain viruses or other damaging properties These measures include but are not limited to using: intrusion countermeasures (e.g. firewalls etc.);
- 10.2. Further to the preceding, although The Bank will take reasonable measures to ensure the security of The Systems, it cannot guarantee that no damage will occur to your data, software, computer, mobile device or other digital content. If it is determined that by the provision of evidence, that The Bank failed in its obligation to providing you with a reasonable level of security, and you suffer loss and/or damage to your data, software, device, digital content and/or other equipment, The Bank will be liable subject to the provisions of all clauses in this Agreement pertaining to your responsibility regarding the safety of your devices and credentials.
- 10.3. The Bank may occasionally make changes to its Systems as it deems necessary to maintain its standards of **security** for The Systems. Depending on the nature of the changes to the security of The Systems, you may not be able to use The Services until you have updated the software and or hardware of the devices you use to access The Services.
- 10.4. You understand that where BOSL makes changes to the security of The Systems, you may be required to agree to **new** terms and conditions if you want to continue to use The Services.
- 10.5. You agree to:
  - 10.5.1. Act reasonably to prevent misuse of your accounts through The Services or The System.
  - 10.5.2. Contact the Bank as soon as possible, if you detect that someone else tries to access, or has accessed your accounts through The Services without your permission. Where you comply with the preceding, The Bank may ask you to provide information or other assistance and may also provide, information to the police to assist with any investigation.
  - 10.5.3. Check the terms and conditions associated with the BOSL products and services that you use, as these terms and conditions may tell you more about what you need to do to keep your accounts, services, or products secure.
  - 10.5.4. Familiarise yourself with the information BOSL provides about using The Services, including tips about how to keep your accounts secure and how to make payments. You can obtain this information in person at your preferred branch, in writing to The Bank, via telephone, or when you access The Systems or the website as outlined in Clause **(36) (Communications Between The Bank and You)**.
- 10.6. The Bank will **block** or **terminate** your access to The Services to protect you and it from unauthorized use, if you fail to reasonably prevent misuse of your accounts through The Services.

- 10.7. The Bank will **block** or **suspend** your access to The Systems in the event any of your Credentials are entered incorrectly on **five (5)** consecutive attempts. Should this occur, please contact the Bank as outlined in Clause **(36) (Communications Between The Bank and You)**.

**Responsibility regarding the Credentials Used**

- 10.8. Where you have enrolled in The Service, BOSL recommends that you use your Credentials (user ID and password) to facilitate your electronic communications (instructions and other writings) to the Bank through the tools provided within The Systems.
- 10.9. As part of the enrollment process and providing you with access to The Systems, BOSL will establish access for you using Credentials consisting of at least a unique user identification (User ID) and **temporary** password. You agree that you will be **required** to change the temporary password upon your first login and every one hundred and twenty (**120**) days thereafter unless The Bank indicates otherwise.
- 10.10. You agree that you will not under any circumstances disclose your Credentials to anyone, including anyone claiming to represent The Bank.
- 10.11. You agree that:
- 10.11.1. If you give your Credentials to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with access to your Credentials will have access to your accounts and by extension, The Services.
  - 10.11.2. If you permit other persons to use The Services or your Credentials or other means to access your account, you are responsible for any transactions they authorize.
  - 10.11.3. If you believe that your Credentials or other means to access your account has been lost or stolen, has been compromised in any way, or that someone may attempt to use The Services without your consent or has transacted without your permission, you must notify The Bank immediately by using any of the methods outlined in Clause **(36) (Communications Between The Bank and You)**.
- 10.12. You agree to indemnify and release The Bank from any and all liability and not to make any claim or bring any action against The Bank, relating to The Bank:
- 10.12.1. Honoring or allowing any actions or transactions that were conducted under your Credentials.
  - 10.12.2. Acting upon messages or authorizations provided to us through the use of your Credentials.
- 10.13. You agree that BOSL will:
- 10.13.1. At its sole discretion determine the requirements for your primary password used to access The Systems.
  - 10.13.2. At its sole discretion, from time to time change these requirements.
  - 10.13.3. Communicate the prevailing password requirements to you at the time of and throughout your enrollment in The Services.
  - 10.13.4. Communicate any changes in the requirements to you prior to such changes becoming effective or when such changes take effect, depending on which approach BOSL deems most appropriate and feasible.
  - 10.13.5. Enforce password requirements electronically or via any method that BOSL deems appropriate.
  - 10.13.6. Provide you with suggestions regarding the composition, security, and/or type of passwords you may use. Such suggestions include but are not limited to your passwords not being associated with any commonly known personal information (e.g. birth date, addresses, etc.) about you and you memorizing your passwords rather than writing them down.
  - 10.13.7. The Bank shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to The Systems, whether caused by the equipment, software, The Bank, internet service providers, internet browsers, or the parties providing communication services to us or from us to you.
  - 10.13.8. The Bank is not liable for acts of war, nature, or government that may restrict or impair using the Credentials to access The Systems or The Services. Such acts include but are not limited to: civil war, hurricanes, floods or other disasters, and martial law. The Bank is also not responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.
- 10.14. You agree and understand that:

- 10.14.1. Using your Credentials to access The Services through The Systems, directs The Bank and serves as your authorization to The Bank to complete any transaction made through The Systems. Therefore, any requests or instructions The Bank receives from you through The Systems using your Credentials shall have the same force and effect as a writing signed by you, as provided under all applicable law. These requests and instructions include but are not limited to: funds transfers; stop payment orders; changes to accounts or services; and requests for services not facilitated directly by The Systems.
- 10.14.2. For the avoidance of doubt, where an Authorized User acts within the scope of permissions, administrative privileges, or approval authority granted by you, including permissions relating to Multi-Signature Configuration, such actions shall be deemed authorized by you notwithstanding any internal misuse, circumvention of controls, or breach of your internal policies. You remain fully responsible for all transactions, instructions, and configuration changes executed, whether or not such actions were intended, approved internally, or subsequently disputed.
- 10.14.3. Further to the preceding, The Bank is entitled to act upon instructions received with respect to any service requested under your Credentials. You are therefore liable for all transactions made or authorized with the use of your Credentials.
- 10.14.4. The Bank has and accepts no responsibility for establishing the identity of any person(s) who use(s) your Credentials.

**(11) Contact in Event of Unauthorized Use of The Services**

- 11.1. Pursuant to Clause **(10) Security**, if you believe that your Credentials or Authentication Devices has been lost, stolen or otherwise compromised, or that someone has transferred or may transfer money from your account without your permission, contact us as immediately as convenient to you via:
  1. Telephone number (758) 456-6999 (local) or 1-305-501-2931 (international) during service hours.
  2. The Secure Message e-mail facility of The Systems
  3. Direct e-mail to [bosldigital@bankofsaintlucia.com](mailto:bosldigital@bankofsaintlucia.com)
  4. Any of the other methods outlined in Clause **(36) (Communications Between The Bank and You)** of this Agreement.

**(12) Data Protection & Privacy**

The protection of your data and privacy are of paramount importance to Bank of Saint Lucia.

- 12.1.1. The Bank will make every effort to ensure that your data is secure and privacy is maintained in accordance with and where possible, in excess of, the guidelines established by law and all of our regulators and partners.
- 12.1.2. In applying for and enrolling for The Services you acknowledge that BOSL is likely to collect and use some of your personal and non-personal information (“**Information**” or “**Data**”) to facilitate delivery of The Services. For further information regarding **privacy** and **consent**, please visit any BOSL branch or the BOSL website at <https://www.bankofsaintlucia.com/> to obtain a copy of our Privacy Notice
- 12.1.3. If you do not provide some or all of the Information requested, BOSL may **not** be able to provide you with access to The Services.
- 12.1.4. You agree that you understand the importance of your role in preventing misuse of your accounts through The Systems and you agree to promptly examine your statement(s) for each of your Accounts as soon as you receive your statement(s).
- 12.1.5. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license and national insurance numbers.
- 12.1.6. You agree that you understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account.
- 12.1.7. Your Credentials are intended to provide security against unauthorized entry and access to your accounts. Data transferred via The Systems is encrypted in an effort to provide transmission security and The System utilizes identification technology to verify that the sender and receiver of The Systems’ transmissions can be appropriately identified by each other. Notwithstanding The Bank’s efforts to insure that The Systems are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. The Bank therefore, cannot and does

not warrant that all data transfers utilizing The Systems will not be monitored or read by others.

**(13) Disclosure of Account Information to Third Parties**

- 13.1. It is the Bank's general policy to treat your account information as confidential. However, the Bank will disclose information to third parties about your account or the transactions you make ONLY in the following situations:
1. Where it is necessary for completing transactions;
  2. Where it is necessary for activating additional services;
  3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
  4. To a consumer reporting agency for research purposes only;
  5. In order to comply with governmental agency, regulatory agency, or court orders; or,
  6. If you provide your written permission.

**(14) Additional Disclosures**

- 14.1. In addition to clause **(13) Disclosure of Account Information to Third Parties**:
- 14.1.1. You understand information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn or in compliance with an order of the court. Additionally, some transactions, such as large currency and foreign transactions, must be reported to the government in accordance with Anti Money Laundering and related legislation.
  - 14.1.2. The Bank may also provide information about your accounts to persons or companies, it believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a cheque you have written.
  - 14.1.3. The Bank routinely informs credit bureaus when accounts are closed because they were not handled properly. It may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to The Systems.
- 14.2. You agree to and hereby authorize all of these preceding transfers of information.

**(15) Processing (Posting) of Transfers**

- 15.1. Transfers initiated through The Systems may not always result in immediate availability because of the time required to process the transfer request. Please contact the Bank via the media outlined in Clause **(36) (Communications Between The Bank and You)** if you have any questions.
- 15.2. The Bank may at its discretion set or impose limits on the amounts that can be transferred via The Services.
- 15.3. Transfers initiated through The Systems' **automated transfers** functionality are processed immediately.
- 15.4. For transfers initiated through The Systems' **secure messaging** functionality:
- 15.4.1. Between accounts owned by you and completed before **3:00 p.m.** on a business day are processed (posted) to your account generally, on the same business day. Transfers completed after **3:00 p.m.** or on a non-business day will be posted on the **next** business day.
  - 15.4.2. From your accounts to accounts of other BOSL account holders completed before **3:00 p.m.** on a business day are processed (posted) generally, on the same business day. Transfers completed after **3:00 p.m.** or on a non-business day will be posted on the **next** business day.
  - 15.4.3. From your accounts to utility accounts completed before **3:00 p.m.** on a business day are processed (posted) generally, on the **next** business day. Transfers completed after **3:00 p.m.** on a non-business day will be posted on the business day immediately following the non-business day.
- 15.5. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers, bill payments, or other transactions from your accounts in order to avoid overdrafts or other effects which may affect you unfavorably owing to the preceding.
- 15.6. The latest time (cut-off) by which The bank will process transfers are subject to change owing to: The Bank's internal procedures; requirements imposed by the Bank's regulators; the nature of the transfer; and The Bank's internal processes. The Bank will make every effort to communicate changes in the time(s) regarding the processing of transfers.

**(16) Stop Payments - Cheques**

- 16.1. You may initiate **stop payment** requests via The Systems only for paper cheques you have written (non-electronic) on your Bank accounts. The Systems allows you to:
1. Place a stop payment order request of up to **six (6)** months in duration or
  2. Determine the paid status of a cheque. If you use The Systems' stop payment feature, then you must follow the procedures and specification described in this Agreement.
- 16.2. The cut-off time for The Bank to receive a stop-payment request is **2:00 p.m.** (local time) on a business day. A stop payment request received after **2:00 p.m.** or on a non-business day will be processed on the **next** business day.
- 16.3. To ensure that your stop payment request is processed as efficiently as possible, you must provide the Bank with the following complete and accurate information regarding the affected cheque:
1. the account number on which the cheque is drawn
  2. the date of the cheque;
  3. the cheque number;
  4. the EXACT amount of the cheque (dollars and cents);
  5. the payee name; and
  6. the reason for the stop payment.
- 16.4. If any information is incomplete or incorrect, the Bank will **not** be responsible for failing to stop payment on the cheque.
- 16.5. The Bank shall have no responsibility to determine the accuracy of such information. Stop payment requests which cover a range of cheques that are missing or stolen will be processed **without regard** to the dollar amount.
- 16.6. The Bank is not responsible for stop payment requests received for cheques that have already cleared or been paid from your account.
- 16.7. Stop payment orders are effective for only **six (6)** months unless renewed by you **prior to** the expiration of the original stop payment order.
- 16.8. If The Services regarding stop payments are **inoperable** or **non-existent** at the time you wish to initiate the stop payment, you can submit your request via: the secure e-mail feature of The System; facsimile; or other written instructions as outlined in Clause **(36) (Communications Between The Bank and You)**.
- 16.9. You agree:
- 16.9.1. To indemnify Bank against any loss for the amount of said cheque and all expenses, costs and consequential damages, if any, incurred by Bank because of refusing payment pursuant to your stop payment order.
  - 16.9.2. To hold Bank liable on account of payment contrary to your stop payment order if same occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by you are returned insufficient.
  - 16.9.3. The Bank may rely upon any stop payment request placed on any cheque issued on your accounts designated on The Systems and/or Application. Further, that the stop payment request has been placed by you or your agent who is duly authorized to place the stop payment.
  - 16.9.4. The Bank shall have no duty or obligation to verify either the authenticity of the stop payment order request or the authority of the person placing it.
  - 16.9.5. The Bank will impose a stop payment fee as outlined in The Bank's Schedule of Fees, for each stop payment request on a cheque. This fee will be deducted from the account on which the cheque was initiated or drawn. Stop payment order on a Bill Payment will depend on the payment method and whether or not a cheque has cleared. To stop payment on a Bill Payment, refer to "Bill Payment" below.

**(17) The Systems' Bill Payment**

- 17.1. Your use of BOSL's Bill Payment feature of The Systems does not affect the Terms and Conditions of your service providers and you continue to be bound by the Terms and Conditions of such providers.
- 17.2. You understand that The Bank will remit Bill Payments initiated by you via The Services to the Payee, within **two (2)** work days **after** the transaction date of your payment. Therefore, when making Bill Payments, you undertake to make the payments no less than **three (3)** days before the due date, and not the actual due date or during the grace period.

- 17.3. You represent and warrant that you are acting with full authority for the applicant, and that you are duly authorized to execute this Agreement on behalf of the applicant.
- 17.4. By providing The Services with the names and account information of Payees to whom you wish to direct payments, you authorize The Services to follow the Payment Instructions that it receives through The Systems.
- 17.5. In order to process payments more efficiently and effectively, you agree that The Services may edit or alter payment data **formats** in accordance with any directives that the Payee provides.
- 17.6. When The Bank receives a Payment Instruction, you authorize it to debit your Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Payment Transaction is initiated by you. You also authorize The Bank to credit your Account for payments returned to The Services by the Payee, or payments remitted to you on behalf of another authorized user of The Services.
- 17.7. The Bank will use its best efforts to make all your payments properly. However, The Bank shall not incur any liability and any Service Guarantee shall be void if it is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
  - 17.7.1. If, through no fault of The Bank, your Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
  - 17.7.2. If you have not provided The Bank with the correct name, address, phone number, or account information for the Payee; and/or,
  - 17.7.3. Circumstances beyond its control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and The Services has taken reasonable precautions to avoid those circumstances.
- 17.8. Provided none of the foregoing exceptions are applicable, if The Bank causes an incorrect amount of funds to be removed from your Account or causes funds from your Account to be directed to a Payee which does not comply with your Payment Instructions, The Bank shall be responsible for returning the improperly transferred funds to your Account, and for directing it to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.
- 17.9. The Services reserves the right to select the method via which to remit funds on your behalf to your Payee. These payment methods may include but may not be limited to: electronic payment (e.g. wire transfers), cheque payment instrument; or a laser draft payment.

#### **Payment Cancellation & Modification Requests.**

- 17.10. You may cancel or edit any Payment request (including recurring payments) via the tools provided in The Services. Further, cancellation will take effect immediately, provided that The Services has not processed the Payment. You understand therefore, that once The Services has begun processing a Payment, The Services will not allow that Payment to be cancelled or edited.
- 17.11. Where The Services become inaccessible after you initiate a Payment and you wish to cancel that Payment, you may do so using the media outlined in Clause **(36) (Communications Between The Bank and You)**. However, The Bank does not guarantee that the request will be executed.

#### **Prohibited Payments.**

- 17.12. The Services will not process Payments to Payees that are not supported by its functionalities.
- 17.13. The Bank will not process any Payments that are contrary to local, international, or other regulatory law.

#### **Information provided to Payees**

- 17.14. The Services is unable to update or change your personal information such as, but not limited to: name; address; phone numbers; and e-mail addresses, held by the electronic Payee. If you desire to make any changes to your personal information that is held by the Payee, you may do so by contacting the Payee **directly**.
- 17.15. The Bank will provide Payees with:
  - a) Information supplied by you through The Services as deemed necessary by you and/or the Payee;
  - b) Information required by law or other regulatory requirement.

- c) Both of the preceding.
- 17.16. Additionally, you understand and agree that it is your responsibility to maintain all Credentials for all electronic Payees.
- 17.17. You agree not to use someone else's information to gain unauthorized access to another person's bill or associated utility account.
- 17.18. This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

## **(18) Wire Services**

### **General Information**

- 18.1. Wires (“**Wires**”) is the umbrella term used to classify all services provided by BOSL in relation an electronic transfer of funds initiated from a consumer account at BOSL, through a network, to a recipient (“**Beneficiary**”) whose account is held at a financial institution other than BOSL. The Beneficiary can include but is not limited to friends, family members, or businesses.
- 18.2. The process of transferring the funds is usually referred to as a wire transfer (“**Wire Transfer**” or “**Remittance Transfer**”). Wire Transfers are also commonly known or referred to as “**international wires**”, “**international money transfers**”, or “**remittances**”.
- 18.3. Your access to Wires via The Services is not mandatory and is **solely** at The Bank’s discretion. However:
  - 18.3.1. BOSL may grant you access to Wires automatically upon you being successfully enrolled in The Services.
  - 18.3.2. If you are granted access to Wires, you may opt out of this functionality via a request to BOSL using:
    - 1. The Secure Message e-mail facility of The Systems
    - 2. Direct e-mail to [bosldigital@bankofsaintlucia.com](mailto:bosldigital@bankofsaintlucia.com)
    - 3. Any of the other methods outlined in **Clause (36) (Communications Between The Bank and You)** of this Agreement.
  - 18.3.3. If you were not granted access to Wires, you may request Wires or enquire about your access using:
    - 1. The Secure Message e-mail facility of The Systems
    - 2. Direct e-mail to [bosldigital@bankofsaintlucia.com](mailto:bosldigital@bankofsaintlucia.com)
    - 3. Any of the other methods outlined in **Clause (36) (Communications Between The Bank and You)** of this Agreement.
- 18.4. Where Wires has been made available via The Services:
  - 18.4.1. You may **initiate all** requests for outgoing Wire Transfers via the designated **wire transfer** feature of The Systems, unless you are directed by The Systems or BOSL to do otherwise.
  - 18.4.2. You may make enquiries regarding your requests for Wires via the designated **secure message** feature of The Systems.
  - 18.4.3. You may utilize any aspect of the Wires made available to you by BOSL in accordance with any associated stipulations outlined within The Systems or by BOSL. BOSL will inform you of the stipulations at the time of or prior to the aspect of the Wires being made available to you.
- 18.5. All Wires performed through The Services, are governed jointly by BOSL’s Wire Transfer Services Terms and Conditions (“**Wires Agreement**”) and this Agreement. For further information and/or if you have any queries regarding the **Wires Agreement** please:
  - 18.5.1. Contact The Bank via the media outlined in **Clause (36) (Communications Between The Bank and You)**.
  - 18.5.2. Visit the BOSL branch that is most convenient at the locations and times outlined in **Clause (36) (Communications Between The Bank and You)**.
  - 18.5.3. Visit the BOSL website at <https://www.bankofsaintlucia.com/> to obtain a copy of the Wires Agreement.
- 18.6. You agree that BOSL will rely on the information you provide to facilitate requests made for Wires, especially where such

requests apply to **outgoing** Wire Transfers.

- 18.7. Except as may be prohibited by applicable law for Wire Transfers, you understand and accept that should you provide any incorrect information regarding the preceding, you are **solely** responsible for any losses arising from BOSL's reliance on said information, including but not limited to losses associated with funds being incorrectly routed or credited to the wrong Beneficiary.

#### Processing of Wires Transactions

- 18.8. Wires or requests for Wires initiated through The Services may not always result in immediate processing because of the time required to process the request. Please contact The Bank via the media outlined in **Clause (36) (Communications Between The Bank and You)** if you have any questions.
- 18.9. Wire requests that meet all banking requirements at the time of submission to BOSL, will be processed within **two (2)** business days after the date submitted. Further:
- 18.9.1. Where your request does not meet all the banking requirements, BOSL will:
- 18.9.1.1. Inform you, via:
1. The Systems or the e-mail address(es) associated with The Systems.
  2. The most expeditious method of contact as per our records of your contact information, depending on the severity of the requirement.
- 18.9.1.2. Not process your request any further.
- 18.9.2. You accept and understand that you are liable for delays and losses arising from wire requests that **do not** meet BOSL's internal and external standards for Wire Transfers.
- 18.9.3. The transactions associated with the Wires request will be processed (posted) to your account within **two (2)** business days.
- 18.10. The maximum time within which BOSL will process requests for Wires are subject to change owing to: The Bank's internal procedures; requirements imposed by the Bank's regulators; the nature of a Wire Transfer; and The Bank's internal processes. The Bank will make every effort to communicate changes in the time(s) regarding the processing of requests.
- 18.11. You must specify the currency in which the funds associated with an outgoing Wire Transfer should be executed, provided that BOSL trades in the currency. Further:
- 18.11.1. Prior to executing the Wire Transfer, The Systems or BOSL **may** inform you of the currencies in which BOSL trades. If you specify a currency in which BOSL **does not** trade, The Systems or BOSL will inform you that you are required to indicate an alternative currency.
- 18.11.2. Where the Wire Transfer is in a currency **other than** that of the Account from which the transfer will originate, BOSL will apply its exchange rate in effect at the time that the Wire Transfer is being processed.
- 18.11.3. Where the Wire Transfer is in the **same** currency as the Account from which the transfer will originate, BOSL will process the Wire Transfer without applying any exchange rate conversions.
- 18.12. BOSL will, at its discretion, reject your request for Wires if:
- (1) The **available balance** on your account(s) that is associated with the request is insufficient to cover any costs and funds at the time the request is being processed.
  - (2) Your instruction is vague or incomplete.
  - (3) BOSL is unable to verify your funds transfer request.
  - (4) For any reason, the request is unsatisfactory to BOSL.
- 18.13. Since BOSL does not maintain banking relations with every bank, and whether or not you specify an intermediary bank ("**Intermediary**") for outgoing Wire Transfers, it may be necessary for BOSL to use other intermediary banks

(“**Intermediaries**”) to transfer the funds to the Beneficiary Bank.

- 18.14. You understand and agree that, after BOSL transmits the Wire Transfer request to the Intermediary, it will be **that bank’s** responsibility to ensure that an outgoing Wire Transfer is completed.
- 18.15. Though BOSL uses a variety of banking channels and facilities to make Wire Transfers, BOSL will ordinarily use any regulator-mandated or conventional means at its disposal which it deems suitable, to transfer your Funds to the Beneficiary.
- 18.16. You understand and agree that:
- 18.16.1. BOSL may charge you for any of the Wires it provides through The Services, in accordance with its prevailing list of fees and charges. You can obtain this information via BOSL’s website (<https://www.bankofsaintlucia.com/>) or as outlined in Clause **(36) (Communications Between The Bank and You)**.
- 18.16.2. Where the Wires you request involve BOSL liaising with or otherwise contacting other banks, these banks may impose fees for **their** handling of your request. You accept that BOSL **will not** be aware of these other banks’ fees and these banks may deduct these fees from the amount that you request to be transferred before it is finally credited to the Beneficiary.
- 18.17. You agree to assume absolute responsibility, within the fullest extent permitted by law, and be bound by all requests for Wires made by you and/or your agents and issued in your name, provided the Wire Transfer was executed by BOSL in good faith and in accordance with the terms set in this Agreement.

#### **Failed Wires**

- 18.18. In using Wires, you understand and accept that the systems used to complete your request may **fail** prior to completion for any reason. In such cases The System or BOSL will:
- 18.18.1. Use its **best efforts** in accordance with industry standards to correct and overcome the failure within a reasonable time.
- 18.18.2. Inform you of the failure using the **most expeditious** method of contacting you as per BOSL’s records of your contact information.
- 18.18.3. Where best efforts fail, return any funds associated with the request, which involved transmission to a beneficiary, back to you in accordance with BOSL’s internal procedures.

#### **Returned Wire Transfers**

- 18.19. In using Wires, you understand that Beneficiaries, Intermediaries, or Beneficiary Banks may return the Funds associated with your Wire Transfer.
- 18.20. Where Wire Transfers are returned, The System or BOSL will:
- 18.20.1. Inform you of the return using the **most expeditious** method of contacting you as per BOSL’s records of your contact information.
- 18.20.2. Return any funds associated with the request, back to you in accordance with BOSL’s internal procedures.

#### **(19) Failed or Returned Transactions**

- 19.1. In using The Services, you are requesting The Services to make Payments for you from your Account(s). If the Payments **fail** prior to completion of the transaction for any reason, The Bank or The System will not complete transaction entirely. In such cases, the attempted transaction may not reflect on your Account(s).
- 19.2. Any partially processed amounts associated with **failed** transactions will be reversed by the Bank or The System.
- 19.3. In some instances, for failed transactions, you will receive a failure notice from The Services.
- 19.4. If for any reason, transactions are returned to The Bank after The Services has completed processing these transactions, The Bank will return the Payment associated with the transactions. In some cases (e.g. returned wire transfers or utility

payments), the Payments may be returned to the originating Accounts less any charges which were associated with processing the original transactions.

19.5. Regarding returned transactions, in some instances, you will receive a notice regarding the return from The Services.

**(20) Returned Payments**

20.1. In using The Services, you understand that Payees may return payments to The Bank for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full.

20.2. Regarding the preceding, The Bank will use its **best efforts** at its sole discretion, to research and correct the returned payment and return it to your Payee.

20.3. Where The Bank is unable to remit payment to the Payee, it will void the payment and credit your Account less any charges which were associated with processing:

1. The original Payment to the Payee
2. The returned Payment to your Account from which it originated.

20.4. In some instances, you may receive notification from The Services regarding returned Payments.

**(21) Overdrafts (Order of Payments, Transfers, and other Withdrawals)**

21.1. You understand and agree that you are solely responsible for ensuring that the Accounts you use to initiate Monetary Transaction contain sufficient **available** funds to cover the value of and charges associated with the Monetary Transactions.

21.2. If your Accounts being used to initiate Monetary Transactions have insufficient funds to perform any such transactions you have requested, then:

21.2.1. Where your Account types are subject to carrying an overdraft facility, these Accounts will be overdrawn. Such accounts include but are not limited to personal chequing accounts (PCAs) and commercial chequing accounts (CAs).

21.2.2. Monetary Transactions (including transfers and Payments) initiated through The Systems which result in an overdraft of your account **may** not be cancelled when completed.

21.2.3. In the event the Monetary Transactions initiated through The Systems which result in overdrafts of your Accounts are not cancelled, overdraft charges will be applied in accordance with The Bank's prevailing list of charges and/or the terms of the deposit agreement for the affected Account.

**(22) Service Fees and Additional Charges**

22.1. Any applicable fees will be charged regardless of whether The Services were used during the billing cycle associated with the account from which the Payment originated.

22.2. The Bank will apply all service fees and charges in accordance with its published list of product/service fees. Further, the Bank may waive or reduce the fees and charges, solely at its discretion.

22.3. You understand that The Bank may charge you for additional transactions and other optional services.

22.4. You agree to pay such charges and authorize The Bank to deduct the calculated amount from your designated Billing Account; from which any chargeable transaction originated as configured within The System; or any Account of The Bank's choosing in accordance with the **BANK'S RIGHT OF SET-OFF (BROSO)**, which you signed during your relationship with us.

22.5. You understand that any financial fees associated with your standard deposit or other accounts will continue to apply.

**(23) Exclusion of Warranties.**

23.1. THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**(24) Security Procedures**

24.1. The Bank may, for any funds transfer requests, **occasionally** perform a **call back** to an authorised signatory of the account

to verify any transaction executed via The Services.

- 24.2. You agree that The Bank will not be liable for any delay resulting from compliance with these security procedures, in processing my funds transfer.
- 24.3. You agree that the use of these security procedures to verify that transactions have been properly authorised are commercially reasonable.
- 24.4. You understand that the preceding security procedures are specifically applicable to the verification of the **source** (validity) of the request and not the accuracy of said request.
- 24.5. You further agree to notify The Bank promptly of any changes to your personal information and that any such notice must be communicated to The Bank via the media outlined in Clause **(36) (Communications Between The Bank and You)**.

#### **(25) Reliance On Information Supplied by The Customer**

- 25.1. You agree that The Bank will rely exclusively on the information you have provided to effect payments to Payees.
- 25.2. You understand that:
  - 25.2.1. You are responsible for providing The Bank with accurate information regarding all Payments including but not limited to wire transfers, bill payments, and transfers to third parties. Such information includes but is not limited to any routing, or identifying names and numbers.
  - 25.2.2. Should you provide any incorrect information regarding the preceding, you are **solely** responsible for any losses arising from the BOSL's reliance on said information, including but not limited to losses associated with funds being incorrectly routed or credited to the wrong beneficiary.
  - 25.2.3. The Bank has no duty to detect any inconsistency or error in the information you supply regarding your requests for transactions.
  - 25.2.4. Without limiting the generality of the foregoing, you acknowledge and agree that The Bank is entitled to rely exclusively on all information, permissions, approval workflows, and Multi-Signature Configuration established within The Systems by you or your Authorized Users.
- 25.3. The Bank has no duty to detect, question, or correct any error, inconsistency, or impropriety in such configuration and shall not be liable for any loss arising from its good faith execution of transactions in accordance with the configuration in effect at the time the transaction is processed.

#### **(26) Alterations and Amendments**

- 26.1. This Agreement, applicable fees and service charges may be altered or amended by The Bank from time to time. In such event, The Bank shall notify you of such changes via The Systems or the most updated contact information (e.g. mobile and/or e-mail) that you have provided to The Bank.
- 26.2. You understand and accept that any use of The Services after The Bank provides you with a notice of change will constitute your agreement to such change(s).
- 26.3. Further to the **Service Upgrades & Availability** clause of this Agreement, The Bank may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete.

#### **(27) Changes to Contact Information**

- 27.1. You are solely responsibility for ensuring that the contact information that you provide to the Bank is current and accurate. This includes, but is not limited to, **name, address, phone numbers** and **e-mail addresses**. Changes can be made by contacting Customer Service using the media outlined in Clause **(36) (Communications Between The Bank and You)**.
- 27.2. All changes made are effective immediately for future payments paid from the updated Account information.
- 27.3. You agree and understand that The Services is not responsible for any payment processing errors or fees incurred if you do not provide accurate Account or contact information for all associated signatories to the Account.

#### **(28) Payee Limitation**

- 28.1. The Bank reserves the right to refuse to pay any Payee to whom you may direct a payment.
- 28.2. The Bank will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

**(29) Errors and Questions**

29.1. In case of errors or questions about your transactions, you should, as soon as possible, notify The Bank via the secure messaging feature of the Services or the media outlined in Clause **(36) (Communications Between The Bank and You)**.

**(30) Disputes**

30.1. In the event of a dispute regarding The Services, you and The Bank agree to resolve the dispute by looking to this Agreement.

30.2. You agree that this Agreement is the complete and exclusive statement of the agreement between you and The Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and The Bank relating to the subject matter of this Agreement.

30.3. If there is a conflict between what an employee of The Bank or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**(31) Assignment**

31.1. You understand and accept that this Agreement is not transferrable and you, therefore, may not assign this Agreement to any other party.

31.2. The Bank may:

31.2.1. Assign this Agreement, directly or indirectly, to any future company affiliated with The Bank.

31.2.2. Assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties of its choosing.

**(32) Other Agreements**

32.1. The terms and conditions of the deposit agreements and disclosures for each of your Accounts as well as your other agreements with The Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

**(33) No Waiver**

33.1. The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by The Bank.

33.2. No delay or omission on the part of The Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.

33.3. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**(34) Captions**

34.1. The captions of sections in this Agreement are for convenience and to draw attention only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**(35) Governing Law**

35.1. This Agreement shall be governed by and construed in accordance with the laws **Saint Lucia**, without regard to its conflicts of law's provisions.

35.2. THE FOREGOING SHALL CONSTITUTE THE BANKS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICES.

**(36) Communications Between The Bank and You**

36.1. Unless this Agreement provides otherwise, you can communicate with The Bank in any one of the following ways:

1. Visit our physical locations<sup>1</sup>:

PHYSICAL BRANCH	PHYSICAL BRANCH LOCATIONS	DAYS OF OPERATION
BOSL Choiseul	Choiseul	Mon -Sat
BOSL Express	Massy Stores Mega (Choc)	Mon - Sat
Bridge Street	Financial Centre Building, # 1 Bridge Street	Mon - Fri
Gros Islet	Massade	Mon - Fri
Soufriere	Bay Street	Mon - Fri
Vieux Fort	Clarke Street	Mon - Fri
Waterfront	Heraldine Rock Building (ground floor)	Mon - Fri

2. E-mail: [bosldigital@bankofsaintlucia.com](mailto:bosldigital@bankofsaintlucia.com)  
3. Secure Message: A feature embedded in and accessible only through The Systems' functionalities.  
4. Telephone<sup>2</sup>: **(758) 456-6999** for local callers/**1-(305)-501-2931** for international callers  
5. Facsimile (Fax): **(758) 456-6722**  
6. Postal Mail/Courier to our various locations:

The Bank of Saint Lucia #1 Bridge Street P O Box 1862 Castries LC04 101 Saint Lucia	The Bank of Saint Lucia Massade P O Box 2046 Gros Islet LC01 101	The Bank of Saint Lucia Heraldine Rock Building P O Box 1031 Castries LC04 101
The Bank of Saint Lucia Clarke Street P O Box 261 Vieux Fort LC12 201	The Bank of Saint Lucia Bay Street P O Box 243 Soufriere LC09 101	The Bank of Saint Lucia Massy Stores Mega P O Box 1862 Castries LC04 101

<sup>1</sup> Our days and times of operation are subject to change relative to applicable laws. Please contact your desired branch of business via telephone or visit our website (<https://www.bankofsaintlucia.com/>) for confirmation of our days and times of operation.

<sup>2</sup> We will respond to calls during the days and times stated [here](#) . It should be noted that the times quoted below are subject to change at The Bank's discretion, relative to applicable laws regarding our hours of operation to the public: