



1. Definitions

- **Account:** An arrangement with a bank to hold money and keep records of transactions.
- **Account Access Information:** This refers to the access code, username and password that are all provided by the Bank upon approval of an application, to access Banco di Caribe N.V.'s online system.
- **Agreement:** A commitment with application form between the Bank and the customer in relation to Banco di Caribe Online Banking, supplemented by the Banco di Caribe Online Banking Terms and Conditions, the Bank's General Terms and Conditions, and its Schedule of Fees.
- **App:** A type of application software designed to run on a mobile device, such as a smartphone or tablet and on a computer.
- **Banco di Caribe Online Banking (BdC Online):** The tool allowing access to the Bank's operating computer system, providing access to designated services and accounts with the Bank.
- **Bank, we, us and our:** Refers to Banco di Caribe N.V. and its associated companies.
- **Clearing:** A number of individual purchases of goods and services on credit over a particular period of time, which are settled by a single debit to the person's current account or, alternatively, paid off on a loan basis.
- **Client, customer, you, your, his/her and him:** The individual or entity who has applied for the use of the Banco di Caribe Online Banking system or who has received approval to use it.
- **Customer Number:** The customer's six-digit number to which the different accounts are linked. One customer number can have one or more accounts linked to it.
- **Credit Card:** The following cards: Visa Classic, Visa Gold, MasterCard Standard, MasterCard Gold, prepaid cards or any other Credit Card issued by Banco di Caribe N.V.
- **Device:** The tool used to access online banking such as a computer, smartphone, tablet or any other device that Banco di Caribe N.V. allows a client to use.
- **General Terms and Conditions:** The document titled General Terms and Conditions for Conducting Business with Banco di Caribe N.V., the mandates for your account(s) and any other agreement that governs your existing and future relationships with the Bank.
- **International Wire Transfer or SWIFT transfer:** A method of electronic funds transfer from one person or entity to another person or entity abroad.
- **Internet Service Provider or ISP:** A company that provides access to the Internet through telephone lines (modems) or other technology.
- **Local Banks & Interisland transfers:** The funds transfer from a customer's own account to another third party account in Curaçao, Bonaire, Aruba and St. Maarten.
- **Debit Card:** The Banco di Caribe Mastercard Debit Card with the applicable registered logos from Mastercard and Maestro.
- **Schedule of Fees:** A list published by the Bank occasionally, which states the service charges incurred by persons or entities that use our products and services.
- **Statement:** A document setting out items of debit and credit between the bank and the customer in chronological transaction order.



2. Terms and Conditions

I. BUSINESS HOURS AND BUSINESS DAYS FOR OUR ONLINE SERVICES

Our online banking services are available 24 hours a day, 7 days a week. Nevertheless, please take into consideration that there may be scheduled or unscheduled maintenance that could affect the availability of our online banking services.

II. SERVICES AND DEADLINES

The following is a list of our BdC Online services including their specific details and, where relevant, their respective deadlines:

- **Create Transfer**

Transfers may be submitted at any time; however, the request will only be carried out during our regular business hours indicated in these Terms and Conditions. The deadline for approving instructions for an external transfer to be executed on the same business day is 03:00 PM. Transfers between BdC accounts will also be executed after business hours including weekends, given there is sufficient funds on the account to debit. In case of an international wire transfer (SWIFT transfer), please make sure that your transfer is submitted by 11:00 AM in order to be handled on the same business day. Transfers will only be processed when the account has sufficient funds.

- **Between My Accounts**

This feature allows an internal transfer to take place between the Accounts linked to the customer's number. For example, a customer can transfer from a Savings Account to another Savings Account under his or her name, but it is also possible to make a transfer from a Current Account to a Savings Account and vice versa. This type of transfer is processed instantly if there are sufficient funds on the account the funds are transferred from.

- **Bill Payment**

This feature allows you to create payments at any time to listed payees. The payee will receive the payment during business hours. Payments cannot be made from accounts with insufficient funds.

- **Bulk Payment**

This Feature allows corporate customers to execute multiple payments under one execution. This option is useful for companies, for example, when executing the payment of salaries of employees at the end of the month. Bulk payments must be submitted before 03:00 PM in order to be processed on the same business day. Bulk payments containing international transfers must be submitted before 11:00 AM, to be processed on the same business day.

- **Scheduled payments**

This feature allows you to schedule a one-time payment or a set of recurring payments. Scheduled payments will only be executed on business days. If the scheduled payment happens to be on a weekend or holiday, it will be executed on the next business day, if there are sufficient funds available. The schedule runs once a day. Because of that a scheduled payment must be inserted at least a day before the desired date of execution.



- **Credit Card balance and transaction information**
A Credit Card transaction appears in the transaction overview once the transaction has been cleared. Even though not cleared, this transaction will affect your available balance. Updates of your balance and transactions will occur once a day including weekends. This takes place during morning hours.
- **Block Card Transactions**
This feature enables the option to block all ATM and POS transactions for an account linked to a Debit Card. This function does not block the Debit Card, but it will immediately block or unblock all ATM and POS transactions executed with it for the respective account.
- **Activation/Deactivation of Debit Cards for international use**
This feature allows you to activate or deactivate your Debit Card for international use outside of Curaçao/BES Islands (Bonaire, St. Eustatius and Saba). The activation options are Aruba, Curaçao, BES Islands, St. Maarten (The Dutch side of the Island) and Foreign. All activation and deactivation occurs instantly.
- **Bank References**
A bank reference letter request can be submitted through the BdC Online Message Center. A bank reference letter is normally prepared within two business days after the request has been made and can be picked up at any BdC branch or received via e-mail at the e-mail address provided by you and in our files.
- **Bank Records**
The Bank's records regarding your account details and other relevant customer information are considered to be correct and will be conclusive and binding unless proof of the contrary is provided.
- **Message Center**
This functionality allows the customer to communicate with the bank at any time or place through a safe and controlled environment. A Banco di Caribe officer will handle and reply accordingly (during business hours), through the message center.
The customer will receive an e-mail notification when a message is received in their BdC Online message center.
- **Portfolio**
This feature will display an overview of the customer's investment portfolio. The information provided in this overview is updated every business day.
- **BdC Online Mobile App**
The BdC Online Mobile App is an application that allows you to log in to BdC Online on any mobile device using the downloaded application. Once logged in you can perform your usual online transactions using your token for access and execution. BdC Online Mobile app is available on Google Play or App Store.



3. Security

For security purposes, the customer is requested to protect his or her individual account access information (IMPORTANT - Change the Token's four digit (numeric) pin code and create new four digit (numeric) pin code that is difficult to guess, for example: 3719. If the secrecy of the account access information is compromised or if the customer accidentally reveals it to someone who the customer has not authorized to use the token, it is the customer's sole responsibility to call the Bank IMMEDIATELY:

- For customers residing on the island of Curaçao or Bonaire please contact our Customer Support Center during business hours at (5999) 432-3200 or through our e-mail addresses: info@bancodicaribe.com or customersupport@bancodicaribe.com.
After business hours, you can contact the bank at (5999) 511-1919.
- For customers residing on the island of St. Maarten please contact our Customer Support Center during business hours at 1 (721) 545-5002 or through our e-mail addresses: info@bancodicaribe.com or customersupportsxm@bancodicaribe.com.
After business hours, you can contact the bank at 1 (721) 581-9646.

4. Bank responsibility

I. CONFIDENTIALITY

Under no circumstances, will the Bank release or request information including account numbers, passwords, financial information or any other information related to the account of the customer by e-mail.

II. ACCOUNT ACCESS INFORMATION

Under no circumstances, will a Bank employee request the customer his or her account access information via the Internet or through any other type of contact. Initially, the customer will have to visit a Customer Sales and Service Representative of the Bank, who will provide him or her with his or her account access information. At no time thereafter will the bank representative contact the customer to request account access information or any other information. The customer should not respond to such a request even if the individual claims to represent the Bank or any of its associated companies.

III. THIRD PARTY

The Bank will secure all relevant documentation, and will treat all accessed information with its usual degree of confidentiality. The Customer Sales and Service Representative agrees to not disclose or release information at any time to any third parties without prior written consent of the Bank and the customer. However, appropriate disclosure will be made where information is made accessible to the General Public or when requested by law.



5. Customer Responsibility

I. ACCOUNT INFORMATION

The customer is responsible for using this Service in accordance with these Terms and Conditions. The customer is also responsible for ensuring the security of his account access information. By providing his or her account access information to any other person, he or she assumes all liability for any transactions initiated on his or her accounts with the use of his or her account access information by any other individual.

II. ACCOUNT ACCESS

The customer is required to have at least a Current Account or a Savings Account with the Bank when he or she signs up for BdC Online. The customer will need to list and provide the Bank with the account numbers he or she wishes to access through the Online Service. He or she cannot access accounts that are not listed.

As a customer of the Bank, you are granted access to the following accounts as they apply to you:

- Current Account
- Savings Account
- Loan (inquiry only) Account
- Construction Loan Account (inquiry only)
- Time Deposit (inquiry only) Account
- Insurance Account
- Tesorito Youth Savings Account

III. SERVICE CHARGES AND FEES

Standard BdC Online transaction fees will apply to all transactions processed by the Bank's Schedule of Fees. Please keep in mind that these are subject to change and therefore we recommend to regularly inquire about these possible changes.

6. Reporting unauthorized transactions and lost or stolen token

If the customer believes that an unauthorized transaction has been made or will be conducted on his or her account without his or her permission, or in case of a lost or stolen token, he or she needs to notify the Bank's Customer Support Representative immediately:

- For customers residing on the island of Curaçao or Bonaire please call our Customer Support Center during business hours at one of the following numbers: (5999) 432-3200 or after business hours at (5999) 511-1919.
- For customers residing on the island of St. Maarten please call our Customer Support Center at one of the following numbers: 1 (721) 545-5002 or after business hours: 1 (721) 581-9646.



7. Indemnification

The Bank is not liable for any malfunction of its computerized systems, nor is it responsible for interruptions or outages, including power and telecommunication services disruptions or delays caused by a third party. The Bank is not liable for delay of performance or nonperformance of the Service caused by any reason, whether within or outside its control. The Bank is not responsible for any electronic viruses or other harmful components that may have entered into the computer system of the customer by downloading information, nor will the Bank be held liable for hardware or software failure owned by the customer. The Bank is not responsible for the client's acts or omissions or those of any third party hired, employed or used. Payments made by the client to incorrectly inserted beneficiary accounts or banks, are the sole responsibility of the client and the Bank is not liable nor in the position to recall these payments. Losses resulting hereof will be fully, immediately and unconditionally borne by the client.

8. Equipment & Software

The customer agrees to use the designated ISP's software products. Related fees involving installations, upgrades and maintenance in order to use the software are the customer's sole responsibility. We highly recommend customers to install a certified virus scanner on their devices.

9. Foreign Currency Transfers

When using BdC Online for foreign currency transfers, the Bank will convert the amount at the applicable exchange rate determined by the Central Bank of Curaçao and St. Maarten on the day the amount is posted on the customer's account.

10. Cancellation / Termination of Service

I. CANCELLATION

Should the customer wish to cancel BdC Online, he or she must do so in writing or visit the Bank personally with a valid identification. Please make sure to return the token upon cancellation of BdC Online.

II. TERMINATION

The Bank may, at any time, terminate the Agreement and the Service at its sole discretion.

The Bank at its discretion will terminate the Agreement in case the customer has not used BdC Online for three or more consecutive months; the customer is then obliged to hand in the security token to the Bank. The Bank will charge the customer a fee of ANG 100.00 by debiting the customer's account for the security token, if the customer fails to comply. The Bank may at any time (if urgent reasons so require), without notice, and in other cases exercising a reasonable notification effort, vary, extend or limit the whole or any part of the services it offers the client through the use of our BdC Online software or Mobile Banking App.



III. SERVICE AGREEMENT

In the event that the customer fails to abide by the Agreement, its Terms and Conditions and/or the applicable laws or if governmental regulations or other legal policies prevent the Bank from providing the BdC Online Service, termination of BdC Online is carried out immediately.

11. Governing Law

The Agreement is governed by and construed in accordance with the local laws and the parties hereto submit to the exclusive jurisdiction of the local courts.

12. Contact Information

Any correspondence in association with the Agreement should be in writing and signed by the accountholder and hand delivered, faxed or (e-) mailed to the Bank as follows:

Curaçao

Mailing address	Contact	Opening hours
Banco di Caribe N.V. Customer Sales and Services Schottegatweg Oost 205 Willemstad, Curaçao	T (5999) 432-3200 F (5999) 461-5220 After business hours: T (5999) 511-1919 E info@bancodicaribe.com E customersupport@bancodicaribe.com	Saliña, Otrobanda and Sta. Maria: Mon - Fri: 08:00 am to 04:00 pm Sambil: Mon - Fri: 10:00 am to 05:00 pm Sat: 10:00 am to 02:00 pm

Bonaire

Mailing address	Contact	Opening hours
Banco di Caribe N.V. Customer Sales and Services Kaya Grandi 22 Kralendijk, Bonaire	T (599) 717-7595 F (599) 717-5153 After business hours: T (5999) 511-1919 E customersupportbon@bancodicaribe.com	08:00 am to 04:00 pm

St. Maarten

Mailing address	Contact	Opening hours
Banco di Caribe N.V. Customer Sales and Services Airport Boulevard 15 Simpson Bay, St. Maarten	T 1 (721) 545-5002 F 1 (721) 545-5026 After business hours: T 1 (721) 581-9646 E customersupportsxm@bancodicaribe.com	08:30 am to 03:30 pm