

The Bank of N.T. Butterfield & Son Limited

# General Terms and Conditions



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Clients and other individuals have certain rights with respect to the data held by Butterfield. The details of the individual rights, as well as how we handle the data provided to us, can be found in our Privacy Statement which can be obtained from [www.butterfieldgroup.com](http://www.butterfieldgroup.com) or by contacting [LICBermuda@butterfieldgroup.com](mailto:LICBermuda@butterfieldgroup.com). The Bank of N.T. Butterfield & Son Limited is licensed to conduct banking business by the Bermuda Monetary Authority. Butterfield Asset Management (“BAM”) is licensed to conduct investment business by the Bermuda Monetary Authority. Address: 65 Front Street, Hamilton HM12, Bermuda.

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**INTRODUCTION AND PURPOSE OF THESE TERMS AND CONDITIONS**

For the purpose of this document, you, the customer is referred to as “you” while, we, **The Bank of N.T. Butterfield & Son Limited** is referred to as “we” or “us”.

The purpose of these General Terms & Conditions is to outline the Terms & Conditions of our relationship with you for the general operation of our accounts, products and services. Whether you open an account, use our services, or continue to operate any account with us, you agree that all such accounts, products and services used by you now or in the future, shall be operated in accordance with the following Terms & Conditions (the “Conditions”).

**Different Products & Services may have additional rules or Terms & Conditions**

We offer a wide array of products and services in an effort to assist you and better meet your individual needs and preferences. As such, each individual product may have additional Terms & Conditions and/or different product rules for different rates of interest, minimum balances, allowable transactions, etc. We will explain these to you when you sign up for that account or service.

**Enforceability**

If we cannot enforce any one Condition, whether in accordance with this document or any additional Terms & Conditions that may be specific to any of our products and services, this will not affect our right to enforce any other Condition whether they may be in accordance with those in this document or any specific Terms & Conditions for any of our products and services.

**Amendments to our Terms & Conditions**

Except with respect to the Online Banking Agreement, we may change, amend, or add to these Terms & Conditions, or to any other terms, conditions and/or product rules that may be specific to any of our products and services at any time by updating this document or the specific terms, conditions and/or product rules that may be specific to any of our products and services by making them available to you on our website and available upon request at our Banking Centre welcome areas, one month in advance of such changes coming into effect.

Notwithstanding the aforementioned, we may, where extenuating circumstances warrant, or where we are legally required to do so, or where it is in your best interest to do so, change such Terms & Conditions with less notice.

Continued use of our products and services will be considered as your acceptance to all such Terms & Conditions.

**GENERAL TERMS AND CONDITIONS****Keeping your information up to date, accurate and complete**

You agree to ensure that the information you have provided to us regarding yourself and your banking activities is accurate and complete.

You further commit to inform us immediately of any changes to the information that you have provided to us. This may include, but is not limited to, changes in:

- your contact information: physical address, mailing address, day and evening telephone numbers and e-mail addresses
- emergency (back up) contact name and numbers for us to contact in case we are not able to reach you
- personal information relating to you and the general operation of your account
- your status that could affect the operation of your accounts with us
- your residential status for Bermuda Exchange Control purposes
- your work permit or employment status
- your status as it relates to the payment of Foreign Currency Purchase Tax
- the primary purpose, usage and general operation of your account

In the absence of such notice of change, mail addressed to you at the mailing address specified on the application form shall be deemed to be properly addressed and effective. Refer also to the section covering “Returned Mail” on page 5.

You further agree to provide us with up-to-date documents or such other additional information we may require of you from time to time during the course of your relationship with us.

**Your Instructions**

Unless you specifically provide us with notice to the contrary in writing that is acknowledged and confirmed by us, you authorise us to:

- pay and honour any orders or instructions authorising payments given in accordance with your account mandate, whether such account is in credit or overdrawn but without prejudice to our right to refuse to allow any overdraft or increase of overdraft; and
- deliver up anything held by us by way of security or for safe custody, collection or any other purpose whatsoever on the account against the written receipt or instructions given in accordance with the account mandate

**Account Beneficial Ownership**

In the case of individual/joint accounts, you represent and warrant that you are the beneficial and legal owner(s) of the account and that you have full legal capacity to open the account and accept these Terms & Conditions.

In the case of other accounts, you represent and warrant that you correctly stated the beneficial and legal owner(s) when opening the account.

**Joint Accounts**

Except in the case of joint accounts where the account is specifically opened as an “and” account that requires all parties to sign together for all instructions:

Any one of you may give any or all instructions to us with respect to the account. These would include, but are not limited to:

- withdrawing any portion or all of the funds in the account
- signing cheques on the account
- accepting statements, notices, confirmations, on the account
- providing notices, any instructions, or giving notice to us of errors or objections on the account
- making deposits into the account
- instructing us to make payments
- instructing us to add or remove additional joint holders
- instructing us to amend the mailing address for the account
- instructing us to hold the account as collateral for a debt in any name as instructed by any one of you
- instructing us to amend, add or remove signing authorities on the account; or
- closing the account

You agree that any liability you incur with us shall be joint as well as several which means that you will be jointly responsible such that either one of you may be fully responsible for all or a portion of the liability.

Notwithstanding the above, we may, in our sole discretion decline such instructions where it may have an impact on an outstanding debt or liability.

We agree that on the death of any one of you, any money standing to the credit of the said account and anything held by us by way of security for the safe custody, collection or any other purpose whatsoever on the account may be held to the order of the survivor, so that if one of you should die, the account will automatically become the property of the survivor(s). The survivor's rights and duties under these Terms & Conditions will continue.

#### **Telephone, Facsimile or Electronic Instructions**

Notwithstanding the Terms and Conditions, account mandates or other agreement in the course of dealing between ourselves, we are requested and authorised, but not obliged, to rely upon and act in accordance with any notice, demand or other communication which may from time to time be given by any verbal, telephone, facsimile (fax) or electronic message and to be presented or delivered by or on behalf of you. For the avoidance of doubt, we shall incur no liability should any such notice, demand, or other communication be false, or there be any error or ambiguity therein if believed by us to be genuine (whether or not we have taken any steps to verify the genuineness of any such notice, demand or communication).

Without prejudicing our rights under the preceding sentence, we reserve the right to request that you complete a specific Telephone or Facsimile Authority. Under such Authority, you authorise us to act on telephone, fax or similar scanned image of your written instructions as given by you or appear or purport to be given by you, or that bear or purport to bear your authorised signatures, whether or not it may be subsequently shown that the same was not originally signed or did not contain a genuine signature or was not provided by the authorised signatories of the account.

You further acknowledge that we shall be under no duty to verify or authenticate any of these instructions, and we may decline to accept instructions delivered by certain channels.

#### **Overdrafts**

You agree that overdrafts or negative balances may not be allowed unless prior arrangements have been made. Unless such prior arrangements have been made, cheques may, at our discretion, be paid or returned unpaid in order to maintain the account in credit. Notwithstanding, you understand that in the event that a

transaction, inclusive of ATM withdrawal, causes the account to be placed in a negative or overdrawn position not previously authorised by us, we may charge unauthorised item fees for each unauthorised transaction and an interest charge at the Bank's unauthorised lending rate from time to time in effect, or at such other rate as may be established by us will be applied to the overdrawn balance of the account.

We may, without prejudice to our general right to close the account relationship in accordance with the Section "Closing Your Account" on page 6, suspend your banking privileges or related services for non-payment of charges or overdrawn balances due to us by you.

For the avoidance of doubt, all approved overdrafts are considered repayable on demand.

#### **Banker's General Right of Set-Off**

We can make charge to any of your accounts, or set-off against any of your indebtedness or liabilities with us, even if this creates an overdraft, or increases an overdraft. You will be liable for any amount charged, plus interest and fees as may be applicable, including any legal or collection agency fees incurred by us in attempting to collect on your debt for any such outstanding amounts. We can break any fixed account with ourselves and apply the proceeds to the overdraft plus any fees, charges, or other expenses incurred and owing to us. You further agree that the full amount of any joint accounts or any portion of a joint account can be applied against any such indebtedness to us irrespective of contribution.

All collateral held as security now or subsequently held by us will also be used as security for any and all indebtedness, without any obligation to provide notice to you, and apply such security to such indebtedness.

#### **Charge over your Account**

You may not transfer, charge or give as security any part of your account or any of your rights under any of these Terms & Conditions, or any additional Terms & Conditions that may be specific to any of our products and services, to anyone else, unless we specifically agree in writing.

#### **Interest & Foreign Exchange Rates**

Interest, at a rate we will determine, will be computed on the daily principal balance on qualifying deposits. In the case of savings and treasury call accounts, interest will be credited quarterly on the last business day of each quarter and unless otherwise stated in specific Agreements or in individual product Terms & Conditions, interest will normally be credited monthly for all other interest-bearing products.

Interest rates and foreign exchange rates are subject to market conditions and may change at any time. Applicable interest rates, lending rates and foreign exchange rates are available on our website or by contacting any of our Banking Centre staff.

Unless otherwise agreed by us, if any cheque or other inbound or outbound transfer is made by you in any currency other than the currency in which any credit balance or beneficiary as applicable is for the time being designated, we (or our correspondent bank) will, at our discretion, at the risk of, and without notice to you, be entitled to convert any currency or currencies in which your credit balance is then comprised into the currency in which the cheque or other transfer is denominated. We and/or our correspondent bank may also receive foreign exchange fees in connection thereto.

**Statements**

If you are a Butterfield Online user you will be able to download your account activity back to January 2011 (or the date of your online activation, whichever is earlier). Your account activity will remain available online for a minimum of six months. Loan balance information is also available to our Butterfield Online users. Unless specifically noted under any individual product Terms & Conditions, or unless specifically arranged otherwise, we will issue periodic statements/ notices, for chequing, savings, call accounts and any other account that we may determine from time to time should be offered, showing debits, credits, interest and balances in the account as follows:

- Chequing Accounts Monthly
- Savings Accounts Quarterly
- Call Accounts Quarterly
- Credit Card Accounts Monthly
- Loan & Mortgage Accounts Available upon request or as may be agreed at time of advance
- Time Deposits Maturity Notice, at the end of the term or as agreed by product

You will review within 30 days of the statement date, or within 30 days of the mailing of such statement to you, notifying us in writing of any errors or omissions. You will notify us promptly and in writing if you have not received your statement within 30 days of the statement date. Refer also to Sections covering "Returned Mail" and "Inactive & Dormant Accounts" below.

**Acceptance of Statements as final and binding**

Unless we receive written notice from you stating otherwise, and within 30 days of receipt of statements (or within 30 days within which we have deemed you to have received statements), up to a maximum of 90 days from the statement date, you agree that our records, as recorded in the statements are conclusive evidence of your dealings with us, are correct, complete, fully authorised and binding. You further release us from all responsibility for all account activity preceding said statements including all transactions in the account pertaining to any errors, omissions, irregularities, fraud, or unauthorised activities including negligence, but excluding any gross negligence or willful misconduct by any one of our employees.

**Returned Mail**

If a statement or other mail is returned to us as undeliverable, we will make every attempt to contact you using information you have provided to us and if appropriate from information that is publicly available. However, if we are unable to make contact with you, we may stop sending you statements and mail and may place a block on your account.

You understand that any additional fees, expenses or charges that may be incurred as a result of placing such a block on your account or for stopping the mailing of correspondence and statements to you will automatically be charged to your account. We are waived from any such liability caused as a result of your non-receipt of such mail or statements.

**Cheque Images**

Cheques will not be returned but instead will be stored by us via electronic imaging and available online. Copies of the front of paid cheques will be sent to you in your statement. Copies of the front and reverse of requested cheques are

available on special request, on payment of our fee from time to time in effect in accordance to our published Schedule of Charges for such service. Copies of cheques will be maintained by us for at least seven years.

**Stale-Dated and Future-Dated Cheques**

Whilst we will make every effort not to accept future or postdated cheques, you agree that, in instances where such cheques may be received and processed, you will be responsible for any out-of-pocket or additional fees or charges that may be incurred as a result of processing such cheques, including any costs and charges relating to your account being overdrawn.

Refer also to the Section covering "Overdrafts" on page 4.

**Electronic Records**

Where we are party to a dispute, the electronic records, or scanned images of any bank documents including your instructions to us and retained by us shall serve as the sole and accurate record of the events and shall be admissible in a court of law as such with equal evidentiary value as a duly authorised paper document.

We may provide scanned images or electronic records of any bank documents including any instructions as evidence in any proceeding and may be considered as a valid and enforceable document in the absence of the original.

Further, if the account holder is involved in any legal proceedings, actual or threatened, in which we are not a party, or any garnishee proceedings, then you agree to pay us for our reasonable legal costs and time taken in dealing with the matter. Any amounts so due may be set-off against the balance of the account.

**Holds**

You agree that all non-cash instruments deposited to your account will be credited subject to us placing a "hold" on the funds in any of your accounts, restricting your right to withdraw said amount until such time as the instrument has fully cleared as clear funds through the banking systems and we have received actual and irrevocable payment.

In accordance with standard banking practices, we may, at our discretion, apply different "hold periods" based among other factors, on the country of origin, issuing institution, and clearing systems used to clear the items. In the case of local Bermuda cheques a two-day hold will apply in accordance with the *Bermuda Domestic Clearing & Settlement Agreement*.

Notwithstanding the expiry of the "hold period", this does not mean that the item will not be subsequently returned for some other reason. Should a cheque that has been deposited (irrespective of whether the cheque was processed via a "Special Clearing" process) be returned to us after the funds have cleared, we retain the right to charge the amount of that cheque to your account together with any out of pocket expenses incurred by us.

You remain financially responsible for items deposited or cashed both before and after the hold period.

All dishonoured or returned cheques together with any additional expenses and charges will be debited to the account and you will be liable, including where relevant, for any overdrafts arising from payments made by us against such cheque deposits prior to final settlement by the drawee's bank. If we become aware of any suspicious or fraudulent or other activity deemed to be unauthorised by us,

that may give rise to a claim against us or cause any loss to us, any dishonoured cheque or returned cheque will be debited.

You understand that cheques in most major currencies will be accepted for credit to an account. These will be converted to the currency of the account at our prevailing exchange rate on the day of the conversion.

You further indemnify us for any expenses or additional costs incurred by us arising from the transactions on your accounts. We further reserve the right to wait for final clearing prior to releasing our hold on your account.

### Stop Payments

If you wish to stop a payment drawn on your account you may do so by sending us the details in writing. Such details should, *inter alia*, include the following:

- a) personal cheque – cheque number, date, account number, amount and name of payee
- b) standing order – name of recipient, amount and frequency
- c) manager's cheques or bank drafts – in some instances it may not be possible to place a stop payment on these instruments; and in such cases, we will further require that you complete an indemnity form which will, in addition to our standard fees and charges for stop payments, incur government stamp duty

You acknowledge that if we are not able to stop any such payment, for any reason (which may include, but is not limited to payments that have already been processed and paid, instruments that are considered in the industry as "certified" such as drafts and managers cheques), you agree that we will not be liable for complying with, or failing to comply with a stop payment request.

### Cancelling Standing Instructions or Payments

You must advise us in writing if you wish to cancel regular payments or standing instructions. In cases where you are cancelling a regular payment or debit against a card, these instructions should be done so in writing with the merchant directly. For your protection, keep a record of both the written instruction and the merchant's acknowledgement.

### Closing your Account

You may close your account at any time for any reason and we will forward any existing credit balance on your account in accordance with your written instructions.

We will, amongst other requests, ask that:

- you return all unused cheques and cards issued on your account
- you repay any money you owe to us including the amount of any cheques, outstanding card transactions; or other payment instructions you may have made
- you inform all third parties with whom you have arranged direct debits and/or standing orders of the closure of your account
- provide us with updated contact information in order to arrange any final settlements

We may require you to maintain balances in your account until we verify any of the above, and until all outstanding payments are completed.

### We may refuse a deposit or close your Account

We may refuse a deposit, limit the amount that may be deposited, return all or any part of deposit, or close any account by giving 30 days' notice and without specifying any reason.

Notwithstanding the foregoing, we may block or close your account immediately where the laws, regulations or our policies say we must, or where we consider the account activity is not in accordance with the expected activity based on information you have previously provided to us. Refer to the section covering "Keeping your information up to date, accurate and complete" on page 3.

We furthermore reserve the right to terminate our relationship immediately in circumstances where you have threatened members of our staff or have exhibited abusive behaviour or otherwise acted in a manner inconsistent with these Terms & Conditions.

### Safeguard your Accounts from Theft and Fraud

You should make every effort to keep your information and bank details secure at all times. We will not normally contact you asking you to provide us with your bank details or specific information regarding you or your account. If you do receive requests for information, even if they are using our name and logo and the request appears to be genuine, you should contact us immediately via our general contact number, +1 (441) 295 1111.

You understand that it is your responsibility to prevent fraud on your account through the safeguarding of your bank information. This includes, but is not limited to:

- ensuring that any cheques we issue on the account are correct
- that you inform us immediately by telephone, followed up in writing, should such cheques become lost, stolen, or suspected of being in the wrongful possession of another
- not allowing any person other than yourself to have access to any device or e-mail account used to receive two-factor authentication or one-time-password ("OTP"), or access to any OTP from us, Mastercard or Visa
- not allowing any person other than yourself to have access to your ATM card, debit card, credit card, PINs, passwords or any other security information or access to your Butterfield Online Banking account, etc.
- keeping your cards, cheques, and other security information separate and secure at all times
- not writing down your passwords, PINs, or other security information
- using appropriate passwords, PINs, or other security information that is known only to you and that others cannot guess or otherwise decode
- ensuring that all your card receipts, account statements and any other information relating to your statements is held in safekeeping and only accessible by you
- being careful and vigilant when destroying your account statements and other documents that may provide information about your accounts
- keeping your devices secure at all times and use up-to-date anti-virus and malware prevention software
- reviewing and reconciling your accounts quickly and within 30 days of receipt of your bank statements
- reviewing your card activity using the Butterfield Card Alerts app and using the controls and preferences in the app to prevent fraud on your account
- keeping us fully and immediately informed about changes in your status and mailing address
- assisting us by providing us with secure detailed information about you and/or your account that only you would know and have access to, which can

then be used to assist the Bank if and when we are required to do so, or when we believe it is in either your or our best interests to further verify instructions received on your account.

**Inactive and Dormant Accounts**

You should make every effort to keep your accounts active at all times by:

- in the case of current, savings and call accounts, making regular (at least annual) deposits or withdrawals into and out of your account; and
- in the case of fixed deposits, contacting us to update or confirm your instructions on a regular basis (at least every three years)

For your protection against fraud, during the existence of the account when there are periods of time within which you have not initiated deposits or withdrawals in accordance with what is deemed by us to be normal for the account or in accordance to what you have advised to us to be considered normal activity for the operation of your account (typically two years), the account's status will be modified to "dormant" and will be subject to special dormant account, and reactivating dormant account service fees in accordance with our Schedule of Charges.

Once the account is considered "dormant", we will apply more rigorous controls on the account and any transactions applied to the account. Once the account is dormant, statements will be discontinued.

Transactions that are initiated on a dormant account will only be authorised after our further due diligence and once the originator of the transaction has been verified against our records. The Bank will not be liable for any additional costs or charges as a result of any delays caused by validating transactions and or "reactivating" dormant accounts.

**Telephone calls may be recorded**

In accordance with standard practice in the financial services industry, telephone calls may be recorded for security and audit purposes.

**Confidentiality and disclosing information about you to others**

We agree to keep your information and our dealings with you confidential at all times. However, notwithstanding, we may give details of you and your account with us:

- where permitted by law
- where the law says we must
- where we have a public duty to do so
- where it is, in our opinion, necessary to protect our or your interests
- where you request us to do so on your behalf

We may give information about you and how you manage your account(s) to other entities within the Butterfield Group and/or to any third party as a result of any restructure, sale or acquisition of any company within the Butterfield Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us.

We reserve the right to transfer, retain, or maintain any information in relation to you, your accounts, our product or service whether within or outside Bermuda in such manner as, we in our absolute discretion, consider appropriate, and reserve the right to engage such agents, whether within or outside Bermuda as, in its

absolute discretion, it shall consider appropriate to fulfill its duties more efficiently or for the purpose of complying with its obligations pursuant to applicable laws and regulations.

Accordingly, where the Bank deems necessary for business purposes, the Bank may need to transfer or disclose such information to counterparties, affiliates and third parties or where compelled by law or regulatory procedure, to regulators and enforcement agencies. The customer understands and agrees that the Bank may disclose any information held by it in relation to the customer and the relationship, account, product or service whether or not confidential in nature;

- to the Bank's counterparties, agents, affiliates, professional advisers or other service providers whether within or outside Bermuda, where the Bank considers such disclosure necessary or appropriate for business purposes or to enable it to properly and efficiently fulfill its duties; or
- where such disclosure is required by any applicable law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank, governmental or other regulatory or taxation agency authority with appropriate jurisdiction and pursuant to due legal process.

**Credit & Bankers' References**

Such information may include, but is not limited to: credit reports, income sources and such other credit, bank or personal references to credit bureaux and other financial institutions; or to assist in the recovery of debt or such information as we may be required to so provide in order to meet our legal obligations.

**Market Research & Customer Service**

We may further use and share relevant information in order to assist us in providing better customer service to market research, credit research, insurance, debt collection, audit and or such other third parties engaged by us to provide services on your behalf, which may include the processing of information about you. All such information will be subject to strict confidentiality agreements at all times.

**Data Protection**

We may use outside service providers, in other countries on the basis that anyone to whom we pass your information provides an adequate level of protection, for the purposes of effectively managing our electronic data, and other information both directly or as additional back up and support to ensure adequate protection for back up and business interruption planning in the event emergencies. All such information will be subject to strict confidentiality agreements at all times.

This paragraph applies to information held by us relating to private individuals:

- We are a data controller. In acting as data controller we confirm that we will comply with the relevant data protection law when obtaining and processing relevant data, including both personal data and special category data.
- We acknowledge that you have certain rights in respect of the data held by us.
- You acknowledge that we have provided information to you setting out what data is held by us, how this data will be used and your rights in respect of this data.
- For the purpose of this paragraph, data controller, data, personal data and special category data have the meaning set out in the relevant data protection law.



- Further details of our data protection policy and your data protection rights can be obtained from [www.butterfieldgroup.com](http://www.butterfieldgroup.com) or by contacting [LICBermuda@Butterfieldgroup.com](mailto:LICBermuda@Butterfieldgroup.com).

**Interest Rate Changes – Residential & Commercial Loans/Mortgages**

Butterfield may, in its absolute discretion, at any time or time, increase the rate of interest for the time being payable by you (Interest Rate) under any loan agreement, facility letter or mortgage deed.

Butterfield may give notice of such interest rate increase by publishing from time to time (i) its Bermuda Dollar Base Rate the basis of which your Interest Rate is determined and (ii) the effective date of the interest rate increase, in The Royal Gazette or, if none, a daily or weekly newspaper in general circulation in Bermuda. You may or may not receive any other notice of change in the Interest Rate.

In the event of any conflict between the interpretation of the notification provisions contained in any loan agreement, facility letter or mortgage deed and the notification terms under this section, the Terms & Conditions shall prevail.

**Laws, Regulations and Policies**

We are required to act in accordance with Bermuda and international laws and regulations; and within our policies and those of other financial institutions in other jurisdictions from which we operate and with which we carry out banking transactions (referred to generally herein as “laws, regulations and policies”) relating to anti-money laundering, anti-terrorism, prevention of fraud, prevention of tax evasion, prevention of other criminal activities and such other laws, regulations and policies from time to time in effect.

In carrying out our duties under these laws, regulations and policies, we may, without notice to you, intercept and carry out investigations on transactions, payment instructions or other instructions sent to us whether by you or for your benefit and make further enquiries relating to any such transaction. This may, *inter alia*, require us to disclose information to Bermuda or other governments or regulatory authorities, or other financial institutions without disclosure to you.

In carrying out our duties under the laws, regulations and policies, we will monitor your account activity and information relating to your accounts. We may from time to time require additional information about you, the operation of your accounts or updated account documentation and supporting government photo identification. We may require such documentation to be duly certified as true copies, and which we may, at our sole discretion require them to be duly notarised by a notary public. You agree to provide us with such information as may be requested from time to time.

Notwithstanding any part of these Terms & Conditions, or such other Terms & Conditions that you may have with us or any other member of the Butterfield Group of companies, we will not be liable for any loss (whether direct loss or consequential) (e.g., due to interest rate change, price change, etc.) or damages suffered by you or any other party, caused by any such delays or failure by us in performing any of the duties or obligations under these considered appropriate in carrying out our duties in compliance with such laws, regulations or policies.

**Taxation**

The services and products we offer may have tax consequences that are applicable to you. We do not provide tax, legal or accounting advice in relation to any of the services or products we offer. We are not legal or tax advisors and assume no liability for such matters. You acknowledge and agree that you are wholly responsible for ascertaining your tax status and any taxation that may apply to

you as a result of receiving our services or using our products. You should consult with your own professional tax advisor. In addition, materials and information provided by us are not intended to provide, and should not be relied upon for tax, accounting or legal advice.

**Fees and Charges – Where and how communicated**

You agree to pay any applicable service fees and or charges in accordance with our “Schedule of Charges” from time to time in effect and as posted on our website [www.butterfieldgroup.com](http://www.butterfieldgroup.com). A copy of our Schedule of Charges is also available at any of our Banking Centres.

We may change our fees and charges from time to time, provided that they are posted in our Schedule of Charges at least one month prior to their effective date.

Waiver of any fees or charges, or amendments to these fees and charges from time to time by any of our staff, will not be deemed a waiver by us of our right to apply such fees at any time in the future.

In addition to regular service fees and charges, we may charge your account with any out of pocket expenses that we may incur in carrying out research and the production of documents or such other expenses in order to respond to or comply with court orders, address any governmental, regulatory or legal directives regarding your account.

In instances where we incur any fees, interest or other charges (“Charges”) levied by our counterparty as a consequence of your account activity (which includes, but is not limited to, the placing of deposits), we reserve the right to charge a fee which is commensurate with the Charges and the time and work undertaken by us in connection therewith.

**Interest Rate and Foreign Exchange Rate changes**

As changes in interest rates are a reflection of world market conditions, interest rates are subject to change without prior notice.

**ADDITIONAL TERMS & CONDITIONS – SPECIFIC TO PRODUCT OR SERVICE**

In addition to the General Terms & Conditions above, the following additional Terms & Conditions will apply only to specific accounts and transactions as indicated below.

**Powers of Attorney**

We reserve the right not to accept a power of attorney from you for any reason, and may request further information or documentation before we can accept your power of attorney. We are not liable for any action taken by a named attorney in fact pursuant to the power of attorney presented to us.

**Foreign Currency Transactions**

In the case of foreign currency requests, instructions are acted upon on days on which the currency is traded. If instructions are received on a holiday for the country of the currency, they will be acted upon on the next business day for that country.

**Savings Accounts**

Any person over 10 years of age may make deposits or withdrawals in the same manner as if he or she were of age and all deposits made by minors in their own

name will be fully under their control and payable to them without regard to parents or guardians in accordance with the practice established by us from time to time. You waive the right to draw cheques or drafts against the account.

### Call & Fixed Term Deposits

Unless otherwise specifically noted under any individual product Terms & Conditions:

- Interest on fixed term deposits will be credited to the account only at maturity of the deposit.
- In the case of longer term retail fixed term deposits and call deposit accounts, interest will be credited to the account on the end of the third month on the anniversary of inception. If you elect not to compound the interest earnings, they will be deposited to a Butterfield account that you designate.
- A fixed-term deposit must be maintained to the agreed maturity date and, in the absence of instructions to the contrary, will be rolled over automatically for a similar term at the then applicable rate of interest. We must receive your instructions to repay a deposit or vary its succeeding term no later than two business days prior to the deposit's maturity date.
- We reserve the right to refuse an application to repay a fixed term deposit prior to its maturity or a Notice Account deposit within the required notice period. If we, in our absolute discretion and without prejudice to our right to refuse, agree to repay a deposit prior to the maturity date, it will be subject to a minimum of 31 days' notice and breakage fees in accordance with the applicable Schedule of Charges. This may include but is not limited to a percentage of the deposit amount, interest penalties and replacement funding cost. Such fees and penalty rates will be calculated at the sole discretion of the Bank, and will be deducted from the proceeds of the deposit to be repaid.
- Interest on Notice Accounts will be credited to the account monthly. Any withdrawal from a notice account is subject to the specified notice period. Notice may not be served during the first period corresponding to the notice requirement (i.e. 185 days for a 185 day notice account).

### Supersaver

- Interest will be compounded, at the agreed rate per annum, by the Bank on a monthly basis. Only initial Deposit Contract will be sent.
- Subject to paragraph 6 below, the Supersaver plan must be maintained to the agreed maturity date at which time the account will be closed and funds transferred into account monthly commitment was drawn from. Instructions for renewal must be received before maturity.
- During the term of the plan, your committed regular savings amount that is being debited must be in the funding account two business days prior to the due date. The due date each month is the same day as the day the account was opened.
- If during the term of the plan the account being debited for the pre-agreed monthly payment amount has insufficient funds on the monthly due date, the Supersaver account will continue to look for those funds from your Funding account. The Funding account will be automatically debited for each monthly payment missed until all missing payments have been collected.
- If during the term of the plan you continue to miss your monthly commitment, the Bank reserves the right to close the Supersaver Account with no Notice. In such cases any funds will be deposited into your Funding account.
- At any time during the term of the plan the Bank will provide access to the accrued funds with no penalty, provided such access to the funds is for the intended purpose as specified in the application form and which

is being financed in part by credit from the Butterfield, or in the event of death of any one of the two or more joint account holders. Documentation confirming purpose is required. No partial withdrawals will be allowed. All funds must be withdrawn and the account closed.

- In any case other than as described in paragraph 6 above, the Bank reserves the right to refuse an application to repay the deposit prior to the agreed maturity date. If the Bank, in its absolute discretion and without prejudice to its right to refuse, agrees to repay a deposit prior to the maturity date, it will be subject to breakage fees and/or interest penalties. **Breakage fees are noted in the Bank's Schedule of Charges.**
- The Bank reserves the right to refuse to accept additions of capital or higher monthly payments to the plan but may offer alternative plans or deposit accounts.
- The Bank reserves the right to refuse initial applications to invest in the plan for any reason whatsoever and need not specify its reason for doing so.
- Notwithstanding the foregoing or any other agreement or course of dealing between the Bank and any account holder, the Bank may rely upon and act in accordance with any notice, instruction or other communication which may from time to time be given by any verbal, telephone, telegraphic or electronic message if believed by the Bank to be genuine and to be presented or delivered by or on behalf of any one or more such account holders, without incurring liability should it be false or there be any error or ambiguity therein.

### Butterfield Online Banking Service

Authorised Agents - individual(s) from whom the Bank is authorised to accept instructions via Butterfield Online Banking Agreement, the "Agreement" as designated by the customer.

Either party can terminate this Service with 30 days prior notice in writing.

Operating parameters for the provision of the Service are described in the User Guide. We may amend the User Guide at any time on 14 days written notice. Continued use of the Service by you or your Authorised Agents subsequent to the issue of any amendments shall constitute acceptance of the amendments.

We reserve the right to terminate this Agreement with immediate effect in the event that legal, regulatory, or other governmental decisions or developments would or might, in our sole opinion, preclude or impede us from providing the Service.

We may, at our absolute discretion and with immediate effect, suspend services should we, in our sole opinion, consider that activity has occurred which constitutes fraudulent use of the Service, attempts to perpetrate fraud through the Service, violates Bermuda laws, regulations and policies or our account operation rules and regulations and we shall not be obliged, in any such case, to specify the precise nature of our concerns, but may simply make reference to this clause. Refer also to the Section covering "Closing your Account" on page 6.

You agree that the Service will not be utilised by you or your Authorised Agents other than for the purpose contemplated by this Agreement including without limitation re-selling, re-copying or re-communicating in any electronic form. The information or any part thereof, obtained from the medium from which the Service is stored, shall not be disclosed to any third party (except where such third party is your parent company, subsidiary or affiliate of you or your Authorised Agents located in Bermuda) unless prior written consent is obtained from us and subject to such Terms & Conditions as we may solely determine.

Butterfield may, in its absolute discretion, suspend the Service for non-payment of

charges due by the User to Butterfield.

### **Equipment & Software**

You and your Authorised Agents alone are solely responsible for the expense, installation, upgrade, maintenance and security of all hardware, software, and provision of telecommunications used to access the Service.

You acknowledge that you and your Authorised Agents do not own any right of copyright or other intellectual property rights in the Service and are subject to the conditions of confidentiality as specified below.

You and your Authorised Agents will be responsible for complying with the laws and regulations of the country from which the Service is accessed if outside of Bermuda.

### **Authorisation & Security**

You authorise us to act upon instructions received through the Service for the transfer of funds or our other services in accordance with our operating procedures, rules and guidelines, which may be amended from time to time. Any action we take on such instructions will have the same legal effect and will bind you as if they had been given in writing and signed by a duly authorised signatory of the account, regardless of whether the person purporting to give such instructions was or was not an authorised signatory of the account.

We will provide you and your Authorised Agents with an initial User Password. Each authorised operator will have a separate identifier and password. You understand and agree that you and your Authorised Agents alone are solely responsible for the selection, use, confidentiality and protection of subsequent passwords and identifiers. We may, at our sole discretion, deny access to the system for security reasons.

You and your Authorised Agents will report to us in a timely manner by phone and in writing, any suspected breach in your security through access to the Service. You will report to us in a timely manner by phone and in writing the loss or damage to your security token. Such notice will be effective when we receive it. We are not liable for any losses that occur should there be a breach in your security prior to our receiving notice of the breach.

Butterfield's customers from time to time (like most financial institutions) has experience Phishing attacks. If you have recently responded to an e-mail that requested you visit a website to update your account information, please contact Butterfield immediately at +1 (441) 295 1111 or login to Butterfield Online to change your password immediately. Such e-mails are fraudulent and designed to enable criminals to gain unauthorised access to your account(s). Butterfield will NEVER request any personal or account information from you via e-mail and you are advised not to respond to e-mails that request such information, open attachments, or click on links contained therein.

Butterfield will not accept liability for any financial losses that might occur if you respond to e-mails that request such information, open attachments, click on a link contained therein or the like.

### **Confidentiality**

We will take all commercially reasonable precautions to ensure the confidentiality of your files, records and data. You and your Authorised Agents will hold all information, documentation, and specifications relating to the Service as being confidential and proprietary to us. You agree that you and your Authorised Agents will at no time during the term of this Agreement or after its termination

disclose or otherwise transmit, directly or indirectly, any such information to any third party without our prior written consent. These obligations of confidentiality do not apply to necessary disclosure to auditors in the course of audit, to any governmental agency under any statutory obligations, where required by law, and/or where such information is already in the public domain.

### **Charges**

There is no set-up or monthly fees associated with this product. However, Butterfield reserves the right to charge you a fee for using the Service. Butterfield may introduce such fee on giving you thirty (30) days written notice. They will be automatically calculated by the system and will be included in the total transaction amount. You may view the Schedule of Charges on the Butterfield website periodically to see updates.

### **Revisions and Improvements**

We reserve the right to make changes, at any time, in the rules of operation, accessibility, security procedures and provisions, type and location of Service resources, administration, features and functions.

### **Limitations of Liability**

We are not liable for acts of God, machine or system breakdown or malfunction, interruption or malfunction of telecommunications (including but not limited to Internet Service Provider or Internet Browser software), electrical power or other third party services, labour difficulties, or any other cause beyond our reasonable control. We will take reasonable care in the performance of our obligations under this Agreement. Under no circumstances will we be liable for indirect, special or consequential damages, even if we are advised of the possibility of such damages. Under no circumstances will we authorise any of our employees to install, maintain, or otherwise modify any of your equipment, hardware or software. Under no circumstances will we be liable for the performance or security of your hardware, software, or telecommunications services. Except as otherwise provided by law, we will not be liable for any monetary claims for fraud in instances where a PC utilised by you or your Authorised Agent has been compromised.

We will not be liable for the insolvency, neglect, misconduct, mistake, default, actions or inaction of any third party, including but not limited to charges imposed or other action taken by a payee or merchant resulting from a late or missed payment.

### **Wire Payments made via Butterfield Online Liability Disclaimer**

Butterfield accepts no responsibility and/or liability for wire transfers not delivered because the customer has not accurately and completely entered all of the required information into the Butterfield Online wire payment generation system. It is the customer's responsibility to verify that all of the required information has been entered correctly into Butterfield Online. Butterfield will seek to notify the customer by e-mail through Butterfield Online if a wire is not successfully completed and/or transmitted. The customer can check the wire payment history on Butterfield Online, as well as the Butterfield Online e-mail messaging system, to verify that a transfer was successfully completed. In addition, customers are responsible for using Walkme to learn any changes to wire transfer procedures and requirements instituted from time to time by the various international banking and clearing organisations.

### **International Transfer Special Rules**

Once an international transfer has been sent, it cannot be cancelled or amended. You may request an international transfer to be recalled, and we will communicate

your request to the beneficiary's bank. If the beneficiary's bank agrees to return the funds to us, then upon confirmation of receipt of funds in our account, we will credit your account at the current Butterfield retail buy rate for that currency set on that day. Please note that the exchange rate may be different from the original rate applicable to the outbound transfer, which may result in a loss to you. Furthermore, the beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you. We will have no liability to you if the beneficiary's bank or foreign beneficiary refuses your request to recall the international wire transfer.

If an international transfer is returned by the receiving bank or beneficiary's bank for no fault of ours, we will credit your account at the current correspondent retail buy rate for the currency set on that day (see below). Please note that the exchange rate may be different from the original rate applicable to the outbound transfer, which may result in a loss to you. Furthermore, a returning bank and/or beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you.

The exchange rate that Butterfield will offer you or assign to your transaction is determined by Butterfield based upon market conditions. We consider many factors in setting our exchange rates including, without limitation, exchange rates charged by other parties, desired rates of return, market risk and credit risk. You acknowledge that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from the exchange rates for large inter-bank transactions effected during the business day as reported by the Bermuda Stock Exchange or elsewhere. Exchange rates offered by other dealers, or shown at other sources (including online sources) may be different from Butterfield's rates. We do not accept any liability if our rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (banknotes, check, wire transfer, etc.).

#### **Butterfield Online Executed Agreement**

This Agreement shall be deemed valid and will be executed immediately upon the User signing the Butterfield Online Banking Application.

#### **Governing Law & Jurisdiction**

This Agreement shall be governed and construed in accordance with Bermuda Law and the User submits to the non-exclusive jurisdiction of the Bermuda Courts.

#### **Debit Card**

In addition to the Terms & Conditions for operating accounts, the following specific Terms & Conditions apply only to the use of Butterfield Debit Card and associated services (the "Card" Agreement) unless otherwise indicated below. Nominated Primary Account – the chequing or savings account (in the case of a minor this must be a savings account) which you have designated as a main account. This account will be debited for merchant point-of-sale transactions and for any withdrawals at non-Butterfield ATMs where you do not have the option to select a specific account for such purpose.

Personal Identification Number (PIN) – A series of numbers used by our systems to verify your identity when the Card number is used to access our ATM or any ATM or network specifically authorised for use as displayed on the Card. Upon input of this number you will be given authorisation to initiate transactions on any accounts linked to the Card.

#### **Business Debit Card**

For Business Debit Card please refer to individual Terms & Conditions in the Butterfield Business Debit Mastercard® Agreement.

#### **Using the Card**

The Card is intended for use only by the party to whom it has been issued.

Immediately on receipt of any new, replacement or reissued Card, you will sign the Card.

Use of the Card or signing of the Card application constitutes acceptance of this Agreement.

You acknowledge joint and several liability for the use of any Cards issued so far as such use involves the joint account.

You shall have access to a mix of the services described on the Card carrier, depending on whether your Card displays the relevant logo(s). We reserve the right to modify or withdraw any of these services without prior notice. It should be noted that, depending on your age, account mandate and creditworthiness, not all Cards display all logos.

We will establish a daily expenditure/withdrawal limit for the Card when it is issued. There is one single limit per Card and it will encompass the sum of all cash withdrawals and merchant point of sale expenditures on all accounts accessed via the Card. This limit is subject to the availability of funds. We reserve the right to modify this limit without prior notice.

We are irrevocably authorised to:

- a) debit your Nominated Primary Account with all amounts withdrawn through any machine or any amounts paid to any merchant by means of any Card issued to you, in priority to all other drawings or debits
- b) act on instructions related to the transfer of funds given by means of any Card issued to you
- c) debit your account with the amount of all Card transactions and any applicable fees or charges or taxes arising by means of the use of any Card issued to you under the terms of this Agreement, in priority to all other drawings or debits

The issuing of this Card does not entitle you to:

- a) overdraw any account if no overdraft arrangements have previously been made
- b) overdraw any account in excess of any overdraft limit we have previously agreed to

Debits as the result of transactions initiated with the Card will be processed as follows:

- a) Withdrawals made via any of our ATM or our other network devices will be debited from the selected nominated account as designated by you at the time of withdrawal.
- b) Merchant point-of-sale transactions will be debited to the Card's Nominated Primary Account.

Withdrawals made via any non-Butterfield ATM or network specifically authorised for use as displayed on the Card will be debited from the Nominated Primary Account or, in the event that you are allowed to select a specific account from either the Primary Nominated Chequing or the Nominated Primary Savings Account.

For signature-based transactions, you must sign a sale or cash voucher when produced every time the Card is used for direct payment to merchants, but failure to sign does not relieve you from any responsibility for payment.

#### **Dealing with transactions in a foreign currency**

The amount of any purchase(s) in any currency other than Bermuda dollars (BMD), will be charged to your account in US dollars (USD). Conversion from any other foreign currency to USD will be made by the Bank at a rate of exchange determined by the Bank on the date notification of your purchase is received and the relevant amount is charged to your Account. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or posting date. Transactions made outside of Bermuda may also be assessed a cross border fee by Mastercard® regardless of the currency of the transaction, including transactions done in the United States. All foreign currency transactions, including USD transactions, are subject to Foreign Exchange (FX) and the Bermuda Government Foreign Currency Purchase Tax (FCPT).

You acknowledge that once you have confirmed the details of a payment on a transaction, you may not revoke or stop the payment or transaction.

We shall not be responsible for the failure of any merchant or bank to honour the Card.

The Card may only be used for legal and genuine transactions. You will undertake at all times to comply with Bermuda Exchange Control Regulations and you agree to notify us immediately of any change of residential status as it relates to such Regulations.

You agree that any transaction initiated with the Card may be subject to fees, foreign exchange fees and applicable taxes and that the total cost of the transaction will be converted to the base currency of the account at the time of settlement of the transaction, and debiting from your account will complete the transaction.

#### **ATM Banking**

The Card may be used to make payments to our authorised utility companies and other suppliers listing available through our ATMs. Transactions must be performed prior to our cut off time to be processed for the same day. You are responsible for notifying us of any changes of address and account relationships with such suppliers. We must receive changes of address or account relationship with suppliers five business days prior to the changes being effected in our records. We do not accept liability for errors that are caused by incorrect information received from you or the suppliers.

Deposits can only be made at our ATMs configured for this purpose. All such deposits are subject to our independent verification.

We shall incur no liability for failure of any ATM or point-of-sale machine to function due to electrical or mechanical failure, improper use by you or any other cause.

#### **Keeping your Personal Identification Number (PIN) Confidential**

You will select a PIN code for the services provided via the Card. You may apply to us to amend this PIN at your own discretion.

Refer also to Section on "Safeguard Your Accounts from Fraud and Theft" on page 6.

#### **Reporting Loss, Theft or Unauthorised Use**

You must report immediately, in writing and by telephone, the loss, theft, or any unauthorised use of the Card or loss of the PIN. We are not liable for any losses that occur should there be a breach in your security prior to our receiving notice of the breach. Your liability for use of the Card will cease only when we receive such notice. In the instance of unauthorised use as outlined immediately below, you will be liable for all debts incurred using the Card until the Card is surrendered to us.

You are liable for all debts, withdrawals and account activity resulting from:

- a) use of the Card by persons to whom you have made the Card and/or PIN and/or CVC number available
- b) use of the Card and/or PIN, where you have made available for use the Card and PIN (e.g., written down, or a poorly disguised record, or by keeping them together or in such a manner as to make them available for use)
- c) selection of a PIN that is similar to an obvious number combination such as your date of birth, bank account numbers, telephone numbers, etc.
- d) you otherwise reveal your PIN, resulting in the subsequent unauthorised use of your Card and PIN together

and for any transactions whereby additional two-factor authentication has been sent by us via email, push notification or SMS.

We will NEVER request any personal, account or Card information from you via e-mail and you are advised not to respond to e-mails that request such information, open attachments or click on links contained therein. We will not accept liability for any financial losses that might occur if you respond to e-mails that request such information, open attachments, click on a link contained therein or the like.

You will not be liable for losses in circumstances beyond your control. Such circumstances include:

- a) technical problems and system malfunctions
- b) transactions authorised once the Card has been reported lost or stolen, the Card has been cancelled or has expired, or you have reported that the PIN is known to another person

#### **Cancelling this Agreement**

You can cancel this Agreement by advising us in writing at any time and by returning the Card to us. We can also cancel the Card Agreement by advising you in writing. We can also cancel the Card immediately without prior notice, but will seek to notify you as soon as possible.

The Card is always our property and you are required to return it to us, or someone acting on our behalf, when requested. If either of us cancels this Card Agreement, you still have to pay for any charges incurred with the Card in full.

**Settling Disputes**

You must retain the receipts issued by the ATM or point of sale merchant in respect to all transactions until such time as the account has been reconciled. All transactions and receipts are subject to review and verification.

If a dispute arises about a transaction for which you used the Card, you must settle it directly with the merchant or business concerned. You agree to indemnify us in respect of all claims arising from any such dispute with or by the merchant or any third party.

**Accepting our Records**

You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us.

**Third Party Services**

We accept no responsibility whatsoever for, or in connection with, the provision of any insurance coverage or other benefits, services or products which may be provided by third parties to you or your family.

**Standing Orders**

Instructions must be received in writing using the "New Standing Order Form" or the "Standing Order Amendment or Cancellation Form" which can be obtained at any of our Banking Centres.

You are required to have the funds in your account at least one business day prior to the standing order due date. All payments will be remitted for good value on the payment date, or the next business day if the payment falls on a weekend or holiday.

Once mandated, unless an expiry date is specified, a standing order instruction will remain in effect until cancelled in writing by the authorised signatory(ies) of the account as outlined in the most recent account mandate on file with the Bank as outlined below. Standing Orders may be cancelled in the event the Bank is unable to process the standing order more than three times due to insufficient funds being available in your account.

Standing orders will be processed on the date scheduled. After the initial attempt, two further attempts will be made to process standing orders where there are insufficient funds in your account, at a cost listed in the schedule of fees which is posted on our website from time to time. The exception to this rule is if the due date of the standing order falls on a non-business day, in which case it will be processed on the next business day.

Local bank standing orders will be processed on the date scheduled. After the initial attempt, no further attempts will be made to process local bank standing orders where there are insufficient funds in your account.

Notification of cancellation, amendments and set-up, of standing orders must be received one (1) business day prior to the due date before the Bank's cut off time.

In cases where standing order credits are sent by International Money Transfer (IMT), the Bank only guarantees that the payment will be remitted for good value on the payment date, or the next business day if the payment falls on a weekend or holiday. The value date of the credit to the beneficiary's account overseas

cannot be guaranteed. In cases where the standing order debits are being sent by draft or manager's cheque, the Bank will issue and post the drafts no later than the payment date. The Bank cannot guarantee when the draft will be received by the beneficiary or his/her bankers, nor when the draft will be credited to the beneficiary's account.

Standing orders will remain in force unless written notification is received indicating otherwise. Incomplete standing order instructions will not be accepted.

All standing orders will be subject to a fee per the Bank's existing Schedule of Fees. We reserve the right to amend such fees from time to time or with 30 days written notice.

**Wire Transfers / Wire Payments**

In addition to the Terms & Conditions for operating accounts, the following additional Terms & Conditions apply only to wire payments, unless otherwise indicated below.

We shall not be liable for any loss or damage consequential or otherwise caused by delays, interruptions, misinterpretations or errors in transmission or payment which are not directly due to the willful negligence or default of our own employees.

Our liability shall only be for a delay in funds being credited to a beneficiary's institution or being received by the beneficiary to the extent that we have been willfully negligent, in which case, we shall only be liable to compensate you for the loss of interest for the period during which the payment was delayed.

Your instructions to us will be in such format as may be prescribed by us from time to time and as available on our website [www.butterfieldgroup.com](http://www.butterfieldgroup.com). Such forms will also be available upon request in any of our Banking Centres.

We are not responsible for checking details (including details of the beneficiary or the beneficiary's institution) that you provide.

We reserve the right to reject or otherwise delay any payment instruction that is not in the prescribed format, is ambiguous, is not legible, or is otherwise deemed by us to be incomplete. Incomplete and/or ambiguous instructions may cause delays or prevent the processing of the payment instruction.

We will not be responsible for any claim or loss caused by such circumstances.

Rejected payments will be credited back to your originating account automatically.

Rejected payments may also incur additional charges from us and our correspondent banks and in cases where there is a foreign currency exchange involved, such rejected payments may incur additional losses due to delays and changes in foreign currency rates.

The Bank is not responsible for any foreign bank charges associated with a payment initiated through Butterfield.

We accept instructions on the basis of sufficient funds being held in the account being debited to meet the payment instructed amount. If funds are not available, we are not responsible for loss, delay or cancellation or additional fees incurred as a result of any such affected instructions.

From time to time, there may be instances where the Bank may need to seek

further verification, authentication, and/or additional information before executing wire instruction requests. In such instances, we reserve the right to withhold processing of the wire request until telephone or such additional satisfactory confirmation with the customer has been made.

We will use any bank of our own or any intermediary bank's choice, in the country whose national currency is being remitted and/or the country where the beneficiary resides, without responsibility for such paying bank.

You shall be bound by and agree to hold us harmless against all obligations and responsibilities imposed by foreign laws.

You indemnify the Bank against any claim for accepting and acting on faxed payment instructions. Customers who choose to send confirmations should clearly mark the payment CONFIRMATION ONLY, otherwise the Bank will not be held responsible should duplications occur.

## HOW TO CONTACT US

### Products & Services

If you have any questions about any of our products or services, please contact our Call Centre on +1 (441) 295 1111.

### Complaints

Butterfield is committed to providing the highest quality service to our clients. By clients letting us know when things go wrong or when we don't meet customer expectations, it gives us the chance to make it right and help us identify the areas where we need to improve.

In the event that you have cause to complain about any aspect of our service or products, please contact us in any of the following ways:

- Contact your Relationship Manager (if you have one)
- Complete our online complaints form that's available on our website

Once we have received your complaint, we will promptly acknowledge its receipt and confirm when you can expect to hear from us. We will aim to resolve your complaint as quickly as possible.

### Document

For more information about this document, please contact our Call Centre at: +1 (441) 295 1111

Ref: The Bank's GENERAL TERMS & CONDITIONS