

CUSTOMER INFORMATION (COMPLETE IN BLOCK LETTERS)

Full Name/Business Name.....

Physical Address.....

Please send my notifications to the following email address.....

By signing below, I warrant that I have read and I agree to be bound by the terms of the National Bank of Dominica Ltd. E-Communications Agreement detailed overleaf.

ACCOUNT NUMBER	ACCOUNT NAME

Authorised Signature.....

Authorised Signature.....

Date DD / MM / YYYY

Date DD / MM / YYYY

BANK USE ONLY

CIF Number.....

Accepted by..... Date DD / MM / YYYY

Signature Verified..... Date DD / MM / YYYY

Inputted by Customer Support..... Date DD / MM / YYYY

Inputted by Operations Department..... Date DD / MM / YYYY

NBD Electronic Statement and Electronic Communications Agreement

1. Applicability

This Agreement applies to all the accounts which you identify to NBD in writing and also relates to products and services that you receive from NBD, whether currently or in the future. By signing this Agreement, you provide consent to receive electronically, the Bank Statements ('E-Statements') on your accounts, and other notices, disclosures and information from NBD related to your accounts, services and products that you receive currently or in the future (collectively referred to as 'E-Communication')

2. Types of E-Communication

You understand and agree that NBD may provide you in electronic format only, by posting the information on the website where you access your account, product or service, such as Internet Banking or by sending to your electronic mail address, such E-Communications to include but not limited to:

- (a) This Agreement, amendments and updates, notices and disclosures in relation thereto;
- (b) The Service Agreement, other service or user agreements for online access to NBD websites, all updates to these agreements and all disclosures, notices and other communications regarding Internet Banking and transactions you make within Internet Banking;
- (c) Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including but not limited to account agreements, fee schedules or other disclosures or notices;
- (d) Periodic, annual, monthly or other statements, disclosures or notices relating to the maintenance or operation of an account, product or service including but not limited to account information, account activity, account inactivity, payments made or due, fees, cheque images, or other statements or disclosures;
- (e) Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from NBD.

3. Eligibility for E Statements

You must be enrolled in our MoBanking Product in order to sign up for and receive E-Communications. E-Statements are available for chequing and saving accounts for which NBD generates periodic statements. If you are a joint account holder, all account holders must be enrolled in our MoBanking Product and all must sign up to receive E-Communications. If you have a company account, the Chairman, the Secretary or another Director of the Company, on authorization of the Board of Directors must sign the E-Communications Enrollment Form. The Terms and Conditions of MoBanking are expressly incorporated into NBD's Electronic Statements and Electronic Communications Agreement.

4. Paper Communication

You will receive Paper Communication in the following circumstances:

- (a) NBD from time to time, and at its sole discretion may decide to send Paper Communication to the primary physical address on its records, in addition to or as an alternative to any E-Communication.
- (b) You may opt to 'Withdraw your Consent' in accordance with Section 11 below, and NBD will commence providing you with paper Communication at a reasonable period after such withdrawal is effective. Fees will apply.
- (c) If you wish to receive a Paper copy of any disclosure or other information presented to you electronically, you should contact Customer Service using the contact information below. Fees may apply.

5. Equipment / Access Requirements

You will need to ensure that you have the proper software and system requirements to view, save/print your E-Communication:

- Computer access
- Valid web browser such as: Internet Explorer, Firefox, etc.
- Adobe Acrobat 6.0 or higher, (download free from www.adobe.com)

6. Accessing E-Statements only

NBD will send to the email address that you identify in your enrollment form, an email notification when your E-Statement is available for viewing. You will be able to access your E-Statements by using your MoBanking credentials to log onto the Internet Banking site. Your last six (6) statements will be available for viewing; however you will continue to have the option to request historical statements for which fees may apply.

7. Accessing other E-Communication

Except for E-Statements, NBD will not be obligated to send notification of E-Communications to your email address. However, such E-Communication will be posted by NBD on the website on which you access the account, product or service. You will be able to access your E-Communication by using your MoBanking credentials to log onto the Internet Banking site.

8. Customer's Responsibility

- (a) You understand that you have a duty to exercise reasonable promptness in examining the E-Statements which includes your cancelled cheques for unauthorized signatures, alterations, forgery, posting errors, or any other irregularity. You understand and have read your specific obligations to review your Statements detailed in the Account Verification of Statements Agreement, published by the National Bank of Dominica Ltd from time to time and you agree to be bound by same.

- (b) If you allow someone else to receive your E-Statements or notification of its availability, you are nonetheless responsible for reviewing the E-Statement for any errors, unauthorized transactions or any other irregularity.
- (c) For the avoidance of doubt and subject to any contrary provision of NBD's Account Verification of Statement Agreement, the 30 day applicable time period within which you must notify NBD of any errors on your account statements shall begin on the date that the E-Statement notification is sent by NBD, regardless of when you read, access and/or review your email or your E-Statements.
- (d) You are responsible for promptly notifying NBD (but in any event within 24 hours after receipt) if any documents you receive are incomplete, unreadable or inaccessible. If you fail to notify NBD of any error, discrepancy or omission contained in the Statement or of a failure to access the Statement within the timeframes detailed in Section 8(c) above this Section 8(d), NBD shall not be obligated to reconcile any error, discrepancy or omission, and shall have no liability or responsibility, in tort contract, equity or otherwise, regarding such error, discrepancy, omission or unauthorized transactions and you shall be deemed to have conclusively accepted all matters contained within the E-Statement to be true, accurate and correct in all respects.
- (e) You agree that for E-Communications with the exception of E-Statements, any applicable notice period shall commence from the time that such E-Communication is posted on the website on where you access the account, product or service or on the Internet Banking site.
- (f) You warrant that the email address provided to NBD when enrolling for the Service is accurate and valid and you accept all responsibility and liability as a result of the email address being, at any time inaccurate or invalid. You agree to immediately notify NBD of any changes to your email address in the manner that NBD requests.
- (g) You are solely responsible for keeping information sent by NBD safe and private including but not limited to by keeping your email Password confidential and ensuring that you have logged out when your session is complete to prevent unauthorized access.

9. NBD's Liability

NBD shall use best efforts to deliver your E-Communication but shall incur no liability if your E-Statements or E-Communication is not delivered, is delayed or misdirected for reasons beyond the control of NBD, for reasons of any technical, hardware or software failure or error of any kind, any interruption of the availability of our Service, NBD Internet Banking or other site where you access the account, product or service. For the avoidance of doubt, NBD makes no warranty of any kind, express or implied that your E-Communications will be uninterrupted or error free and to the extent that we may have breached any term of this Agreement, you agree that your sole remedy is to discontinue use of this Service.

10. Changes in Terms of NBD

NBD reserves the right to modify this Agreement at any time and at its discretion shall notify of the change by E-Communication. You may choose to decline changes to this Agreement and this Service by de-enrolling in the Service; your continued enrollment in the Service is your acceptance to the Agreement and any amendments thereto.

11. Withdrawal of your consent

You may withdraw your consent to NBD providing you with Communication (including Statements) electronically by sending written notice to the NBD using the contact details in Section 13 below. Your withdrawal of consent is effective only after you have communicated your withdrawal to NBD in writing and NBD has had a reasonable period of time to act upon your withdrawal. For the avoidance of doubt, your consent shall remain in force until withdrawn in the manner provided in this Section. NBD reserves the right to stop providing you with Internet Banking Services, including MoBanking Services, if you withdraw your consent to receiving E-Communication.

12. The laws of Dominica shall govern this Agreement.

13. Communications – You may contact NBD at:

Attn: Customer Support
National Bank of Dominica Ltd.
64 Hillsborough Street
P.O Box 271
Roseau
Phone: (767) 255-2300
Fax: (767) 448-3982
Email: customersupport@nbd.dm

I have read and agree to be bound by the terms of the National Bank of Dominica Ltd. E-Statement and E-Communications Agreement and the related Account Statement Verification Agreement currently in force.

..... DD / MM / YYYY
Authorized Signature Date

..... DD / MM / YYYY
Authorized Signature Date