

**ATLANTIC INTERNATIONAL BANK LIMITED  
APPLICATION FOR CORPORATE ONLINE BANKING**

COMPANY INFORMATION (IBC OR OTHER CORPORATE STRUCTURE)			
Company Name			
Address			
City	State	Zip	Country
CONTACT INFORMATION			
Home	Work		Cell
Fax		E-mail	
<b>SAVE &amp; SUBMIT TO</b> banking@atlabank.com	NAME OF CONTACT PERSON IN YOUR COMPANY:		Date
			/ /

# **ATLANTIC INTERNATIONAL BANK LIMITED**

## **GENERAL TERMS AND CONDITIONS FOR THE INTERNET BANKING SERVICE**

### **DEFINITIONS:**

For the purposes of this document the following expressions shall have the following meanings:

- (1) 'Bank' means Atlantic International Bank Limited
- (2) 'Communication Device' means any device that allows the Customer to use or to access an account or any service including, but not limited to, a personal computer, a mobile or cellular phone, a personal digital assistant or similar device.
- (3) 'Customer' means any natural or legal person who may be signatory to any product of Atlantic International Bank Limited.
- (4) 'Internet Banking' means the service of virtual banking whereby Atlantic International Bank Limited makes available to users various financial, banking, insurance, investment and information services
- (5) 'Service' refers to the internet banking service.
- (6) 'System' means the Internet Banking service and its operation.
- (7) 'Token' means a Physical Device offered for additional security.

The present contract is for an indefinite period of time and begins from the date thereof.

### **Relation to Other Contracts or Agreements**

The Customer's use of Internet Banking services may also be affected by the agreements between the Bank and the Customer for deposit, credit card, and other linked accounts. When the Customer links an account to the Internet Banking services, the Customer does not change the agreements they already have with the Bank for that account. For example, when the Customer uses the Internet Banking services to access a credit account, the Customer does so under the terms and conditions the Bank gave the Customer in the agreement and disclosure for the credit account. The Customer should review those agreements for any applicable fees, for limitations on the number of transactions the Customer can make, and for other restrictions, that might impact the Customer's use of an account with Internet Banking services.

### **Computer Equipment and Software**

The Customer is solely responsible for the maintenance, installations and operation of their computer and for the software used in accessing the Service. The Bank shall not be responsible for any errors, deletions or failures that occur as a result of any malfunction of the Customer's computer or software, nor will the Bank be responsible for any computer virus that affects the Customer's computer or the software while using the Service. By accessing the Service through the World Wide Web, the Customer agrees that the Bank shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profit, lost data, business interruption or attorney's fees). Additionally, the Customer must have an Internet Service Provider, an email address, and a browser to utilize Service through the Internet.

### **Account Requirement**

To subscribe to the Service, the Customer must maintain at least one deposit Account with the Bank. The Service will allow the Customer to access more than one Account to view Account balance and transaction information, transfer funds among designated Accounts, send electronic mail to the Bank and receive electronic mail from the Bank. The Bank reserves the right to refuse to open an Account or to deny the Customer the ability to access the Service, to limit access or transactions or to revoke a Customer's access to Service without advance notice to the Customer.

### **Token**

For certain transactions previously identified by the Bank it will provide by way of rental to the Customer or to persons it designates or authorizes in writing a physical device for additional security or "token", in accordance with the rental contract which the Customer will sign when requesting the said device.

### **User Name, Access Code and Password Confidentiality**

The Customer will access the use of Internet Banking by introducing the USER name and the access code whenever the same system requests it. The Customer accepts that the User and access code assigned by the Bank faithfully determine his/her identity and consequently enable the Bank to carry out the effects of any operation activated with such instruments. For all Customers it will be necessary to make use of communication devices and tokens to carry out certain transactions. All transactions identified by means of the token will be recorded and filed electronically in order to make them accessible for post consultation. Messages of data received and or filed electronically, identified by the combination of the Customer's token shall be attributable to the same and will serve to identify their origin and will be deemed original copies. Consequently the Customer is responsible for all actions, dispositions, transfers, etc. that are carried out through the said token whether the use of same is authorized by the Customer or not. The Customer is wholly responsible for maintaining the confidentiality of the token as well as any other user code or number including his account number, identification and password regardless of the fact that these may have been provided by the Bank or directly selected by the Customer. It is understood that in order to access certain operations, the system might request the introduction of complementary access codes, and the bank might require the Customer's compliance with certain requirements and conditions. The access codes are for personal use, confidential and non-transferable; the Bank shall not have any knowledge whatsoever of same and their purpose is to guarantee exclusive access by the Customer and persons authorized by him/her;

**Proper use of the System**

The Customer is bound to comply strictly with the use of Internet Banking with all its instructions, assuming responsibility for any circumstance which results from incorrect or inappropriate use of the said system. In the event that the Customer suspects or has knowledge of the unauthorized use of his/her User and Access Code he/she must immediately inform the Bank in writing so that it can suspend access to Internet Banking. The foregoing does not exempt the Customer from responsibility for operations which might have been carried out by unauthorized third parties. The Customer acknowledges that the security mechanisms offered by the Bank are designed to identify the origin of a communication and not to detect errors in the transmission or content of the instruction received.

The Customer is responsible for the use of the Bank's Internet Banking System as well as all damages which could originate inclusive to the Bank or third parties, albeit for divulgence of information of a confidential nature obtained through Internet Banking or any other means.

**Operation of the System**

The Bank offers its customers an information system that can be used by any user with access to internet and carry out the operations derived from it in the Bank's account or accounts which to this effect it has designated and authorized to have access to the system. If the Customer in the future desires to enable new accounts which he owns at the Bank to have access to "the system" he/she will be able to designate them through the means that the Bank deems convenient. The content and its options within the functions of the system will be unilaterally determined by the Bank. The Bank does not guarantee that whichever one of its services, products, materials or other contents offered by Internet Banking will comply with the particular goals or needs of the Customer.

**Coded Data Transmission**

The Customer understands that the Internet is not a secure medium of communication and the Bank cannot guarantee the privacy of customer information inputted on the Bank's website or sent to the Bank via the Internet. In order to provide the maximum possible security to the Customer the Bank will carry out the Internet Banking data transmission duly coded using encrypted technology. The Bank will, under no circumstances, be responsible for any damage caused to the Customer by third parties who, through the use of computerized systems decodify the electronically transmitted information between the Bank and the Customer through an Internet Service Supplier; neither will it be responsible for damage done to the equipment or programs through possible contamination of information viruses.

**Communications/Instructions**

A data message accurately identified by the combination of the Customer's token shall be recorded by the Bank as a communication "written" or "in writing" and as an express manifestation of the writer's will, the printing of these messages shall be treated as an "original" version. The Customer undertakes not to question the authority or the validity or compliance of "signed documents" on the admissibility of copies thereof under any applicable law dealing with whether certain contracts, files of electronic records are in writing (in document form) or signed by the party who will be bound thereby.

All operations carried out, instructions and requests sent via the internet through the use of the service will be processed and executed in accordance with the nature of each one of them within the time frames established by the Bank and information of its approval will be relayed through the system itself.

**Indemnity Clause**

The Customer will indemnify and save the Bank harmless from any claims, damages, demands and expenses that the Bank incurs (other than due to its own gross negligence or willful misconduct), including among other things all legal fees and expenses, arising from the Bank acting, or declining to act, on any of the Customer's communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by the Customer to the Bank.

**Limitation of Liability**

The Bank will make every reasonable effort to provide the Customer with access to the Customer's account or any services through a Communication Device or Token. The Bank will not be liable to the Customer for any loss, costs, or damages which the Customer may incur as a result of the Customer's use of a Communication Device or if access to the Customer's account or any service through a Communication Device is not available or is delayed due to periods of increased volume or market activity or to allow for maintenance updates or for any other reasonable cause. For example, and without limitation, the Bank will not be liable for communication malfunctions that affect the accuracy or timeliness of messages or instructions between the Customer and the Bank and/or which prevent them from being transmitted in whole or in part; for delays of failures in performance resulting from acts beyond the Bank's reasonable control including but not limited to acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters; if the Customer makes a mistake inputting an instruction; if the Customer fails to log off when leaving their personal computer and someone else accesses the Customer's account or any service; if, for any reason, the Customer cannot access their account or any service through a Communication Device or the services do not function; or for any harm or loss to the Customer's personal computer or any records or data.



**ATLANTIC INTERNATIONAL BANK LIMITED**

**Atlantic Online**

Instructions: Please complete this form as accurately as possible.

**Atlantic International Bank Limited**  
 P.O. Box 481  
 Cor. Freetown Road & Cleghorn Street  
 Belize City, Belize C.A.

**PLEASE PRINT**

**COMPANY INFORMATION**

Company Name:		Telephone Number:	
Address:		Fax Number:	
City:	State:	Zip:	Country:
E-Mail Address:			

**ACCOUNT INFORMATION**

Account Name	Account Number

**Authorized User**

Authorized User Name	<b>Authorizer</b>

**ACCOUNT INFORMATION**

Account Name	Account Number

**Authorized User**

Authorized User Name	<b>Authorizer</b>

**ACCOUNT INFORMATION**

Account Name	Account Number

**Authorized User**

Authorized User Name	<b>Authorizer</b>

If your Company has more than three Accounts please attach the required information for each additional Account.

I (we) am (are) the authorized representative(s) of the applicant Company and hereby certify that the following resolutions were duly adopted by the Board of Directors: Any of the following individuals are authorized to (1) apply for Atlantic International Online Banking (the "Service"); (2) determine which deposit and loan accounts may be used in connection with the Service; (3) If applicable, designate the employees and officers of the company that may use the Service and determine the extent to which they may use the Services such as: fund transfers, and initiate Online Banking communication sessions with the Bank; and (4) complete and sign all forms and documents required by the Bank; and

The Company understands and agrees to accept the risk of using the service and agrees that the Bank shall not be liable for any unauthorized online request or error arising from a defective transmission or online request that is misunderstood by a bank employee.

I have read and agree with the Atlantic International Online Banking Terms and Conditions.

<b>SIGN HERE</b>	Signature #1:	Date:
	Print Name:	Title:

<b>Company Seal</b>	<b>Company Seal</b>
---------------------	---------------------

**ATLANTIC INTERNATIONAL BANK LTD.**

**TOKEN LEASE AGREEMENT**

SUBJECT to the terms and conditions hereinafter set forth the undersigned \_\_\_\_\_  
(Hereinafter called the Lessee) hereby rents from ATLANTIC INTERNATIONAL BANK LTD. (hereinafter called the Bank)  
token from date hereof until this lease shall be terminated or the token surrendered as hereinafter provided.

**TERMS AND CONDITIONS**

1. The annual rent of **US\$1.00** per token or such other amount as the Bank may advise from time to time shall be payable in advance.
2. The Lessee hereby authorizes the Bank to charge each subsequent annual rent to the lessee's account with the Bank.
3. The Lessee acknowledges having received **ONE** token and agrees to immediately notify the Bank if they are lost or stolen and to reimburse the Bank for the cost of such lost or stolen token and hereby authorizes the bank to debit the account of the lessee for such amount.
4. The bank reserves the right to terminate this lease at any time upon giving the lessee 30 days written notice of such termination. Upon termination or surrender of this lease, the token shall forthwith be returned to the Bank.
5. The Lessee shall be entitled to surrender this lease by giving to the Bank 30 days notice in writing of intention so to do prior to the expiration of the calendar year in which such notice is given. In the absence of any such notice, this lease, subject to the right of sooner termination by the Bank as hereinafter provided, shall be deemed to be in effect for a further period of one year, and the rent for such year shall be paid by the Lessee forthwith on demand.
6. Notwithstanding the termination or surrender of this lease the Lessee shall be bound to pay rent at the rate aforesaid until all token have been returned to the bank.
7. The Lessee shall not be entitled to assign, transfer or sublet the right, title, interest or any part thereof, of the Lessee in and to this lease or the said token to any person, firm, or corporation whatever.
8. The Lessee shall indemnify and hold the Bank harmless from any delay or inconvenience and against all costs, losses, damages and expenses to which the Bank may be put or from which it may become liable by reason of any action, suit, or other proceedings relating to the operation of such token or in the event that a token is/are lost or stolen.
9. Any notice to be given by the Bank to the Lessee under this lease may be so given by mailing the same through the post in a registered prepaid envelope addressed to the Lessee at the address given hereunder (or such other address as the Lessee may from time to time in writing instruct the Bank to substitute therefore) and any such notice shall be deemed to have been duly given when so mailed, irrespective of whether or when the Lessee actually receives the notice or such notice may be given personally to the Lessee.

In this lease, the singular shall include the plural if the context permits.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

Company's Name \_\_\_\_\_

Company's address \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Witness \_\_\_\_\_

**SEAL**