



**First Citizens**

The Republic of Trinidad & Tobago

**FIRST CITIZENS BANK LIMITED**

**INTERACTIVE ELECTRONIC SERVICES AGREEMENT**

**ACCOUNT TITLE:**

**DATE:**

**CIF NUMBER:**

**This Agreement governs the operation and use of the Bank’s Interactive Electronic Services:**

(1) First Citizens Bank Limited (“the Bank”) is a Financial Institution licensed to carry on the business of banking under the Financial Institutions Act 2008.

(2) The Bank offers to its customers Interactive Electronic Services (hereinafter called "IE Services") which will enable the customer to electronically access his accounts and perform certain specified activities. The IE Services include, but are not limited to, the following:-

- A. First Citizens Telebanking Service;
- B. First Citizens Online Banking Service;
- C. First Citizens Mobile Banking Service;
- D. Debit Cards (hereinafter called "Card" or "Cards") subject to the following conditions:-
  - The Cards are the property of the Bank and must be returned to the Bank on request.
  - The Customer must not use the Card after the Expiry date.
  - The Customer is required to pay a replacement fee for lost, stolen or damaged Cards.

(3) The Customer will be able to perform the following on the IE Services and any other services that may be determined by the Bank:

<p><b>(2) A &amp; B:</b></p> <ul style="list-style-type: none"> <li>- Account Inquiries</li> <li>- Bill Payments</li> <li>- Credit Card Statement information</li> <li>- Funds Transfer</li> <li>- Stop Payments</li> <li>- Wire Transfer Requests</li> <li>- Cheque Book Re-orders</li> </ul>	<p><b>(2) C:</b></p> <ul style="list-style-type: none"> <li>- Balance Inquiry information</li> <li>- Transfers amongst the customer’s own accounts</li> <li>- Account Statement information</li> <li>- Receive Alerts</li> </ul>	<p><b>(2)* D:</b></p> <ul style="list-style-type: none"> <li>- Access to withdrawals and deposits at designated ATMs</li> <li>- Payment for the purchase of goods and services at Point of Sale terminals nationwide</li> <li>- Account and Card Balance Inquiry information</li> <li>- Bill Payments</li> </ul>
--	--	--

(4) The Customer wishes to subscribe to any or all of the IE Services outlined in (2) above and in so doing, automatically agrees to accessibility to the other IE services at any time after the above mentioned date.

**In consideration of the mutual terms and conditions set forth below, it is hereby agreed as follows:**

1. The Bank is authorized to complete all transactions (honour, execute and charge) to the account(s) which are capable of being made through the IE Services that are initiated through the use of the Customer's Personal Identification Number (PIN) and/or the Customer's Information File (CIF) Number, and according to the Customer's subscription for these services.
2. The Customer shall be solely responsible for selecting and inputting any number or code which represents their PIN for each Interactive Electronic Service
3. The Bank shall not be required to verify any transaction with the Customer once it is a transaction initiated through the use of their PIN(s) and/or CIF number.
4. All deposits made via the ATM are subject to verification by two (2) of the Bank’s Officers, or by one (1) Bank Officer along with a recording from one (1) surveillance system camera; whose verification the Customer agrees shall be binding and conclusive evidence of the actual amount deposited.
5. The Customer shall keep the PIN(s) and CIF Number confidential and shall not use the PIN(s) and CIF number in a manner in which an unauthorized person may ascertain it. If a Customer permits or colludes with another person(s) to use the PIN(s) and/or CIF number, the Customer shall be liable for any loss incurred from any transaction which the other person(s) may initiate.
6. If at any time the Customer’s PIN(s) and/or CIF number shall become known to an unauthorized person, the Customer shall immediately notify the Bank by the methods described in clause (7) below and take all the necessary steps to immediately change the PIN(s).

7. If the Customer shall know or believe that unauthorized access to the IE Services has, or is likely to occur, the Customer shall immediately notify the Bank by: (i) in person (ii) telephoning 62-FIRST (62-34778), Monday to Sunday; (iii) sending an electronic mail to the Bank's secure messaging service or (iv) written notice to the Branch of convenience. Where notice is received by telephone, the Customer is required to confirm this information in writing within twenty-four hours of the initial telephone call.

#### 8. Contactless Transactions

This Clause 8 applies when the Card has been enabled by the Bank to allow the Customer to carry out Contactless transactions.

*“Contactless” means a Card payment method which utilises Near Field Communication (NFC) which allows the Card to be read when it is held close to the card reader associated with an acquiring device (e.g. ATM, point of sale terminal), without the need for the Card to make physical contact with the acquiring device or its card reader, or for the Card to be inserted into wither of them.*

- i. The Customer's Card shall come with the Contactless feature (Contactless) whereby the Customer can make payment for the purchase of goods and services and/or withdrawals at Contactless enabled acquiring devices, utilizing the Contactless feature on the Card. The Customer acknowledges that the Contactless feature is built-in to the Card and the Customer does not have the option to turn-off or disable the functionality. The Bank however reserves the right in its sole discretion to decline issue of a Card with the Contactless feature to the Customer without providing a reason therefor.
  - ii. The Customer hereby acknowledges that the use of the Contactless feature by the Customer shall be voluntary and is not mandated by the Bank.
  - iii. The Bank shall be entitled to limit the values of transactions which may be conducted using the Contactless feature on the Card, which said limit shall be specified to the Customer in letter attached to and forming part of this agreement. The Bank shall have the right to amend the limit from time to time on thirty (30) days' prior notice to the Customer. The Bank agrees to advise the Customer of changes in the value of transactions which may be conducted using the Contactless feature by any of the following methods: direct mail to the mailing address on file, notice in the lobby of the Bank's branches; electronic mail; facsimile; notice in the account statement; or by any other means of communication as it may in good faith consider appropriate.
  - iv. Without prejudice to Clause 8(i) above, from time to time, the Bank may, for security reasons, decline to process a transaction using the Contactless feature and ask that the Customer to conduct a Chip and PIN transaction instead, in which case the Customer must insert the Card into the acquiring device or its card reader and enter a PIN.
9. When initiating a bill payment, the Customer shall supply sufficient information about a payee to permit the Bank to properly direct a payment of any bill and permit the payee upon receipt of a payment to identify the Customer as the payment source.
  10. The Customer shall initiate a bill payment for at least five (5) business days before the actual due date of the bill. The Bank shall not be liable for any loss or damages that may be incurred as a consequence of late payment of a bill caused by the Customer's failure to provide his instructions in the time specified in this clause.
  11. The Bank shall have the right in its sole discretion to limit, suspend or discontinue any or all of the IE Services for any reason whatsoever.
  12. The Customer may discontinue his subscription to any of the options available through the IE Service by giving notice to the Bank through any of the media set out in clause (7) above. Receipt of Mobile Banking alerts can be stopped by sending the message 'STOP' to the code 43262.
  13. The Customer shall notify the Bank in writing forthwith of any material changes to the information previously provided to the Bank relating to any IE Service, including but not limited to any changes in the customer's mobile number, whether as a result of the same becoming dormant or the Customer being issued a new mobile number or for any other reason.
  14. The Customer may cancel his use of the IE Services by notifying the Bank through any of the media set out in clause (7) above. First Citizens Internet Banking Services will not be cancelled until all pending transactions have been cleared.
  15.
    - i. The Bank shall be entitled to treat instructions received by telephone, SMS message, telex, electronic mail, secure messaging via the Bank's online banking system, facsimile or via hyperlink as fully authorized and binding on the Bank and the Bank shall be entitled to take the necessary steps in connection and in reliance with such communications as the Bank may in good faith consider appropriate.
    - ii. In consideration of the Bank acting in like manner, the Customer undertakes to indemnify the Bank against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with instructions received by telephone, SMS message, telex, electronic mail, secure messaging via the Bank's online banking system, facsimile message or via hyperlink provided only that the Bank acts in good faith.
  16. The Bank shall not be liable to the Customer for any loss or damage or for any disclosure of information arising from a transaction made on his/her account(s) by the use of any of the IE Services:
    - a. Where the Customer does not have adequate money in his/her account to complete the transaction, or where the account specified has been closed or has become dormant;
    - b. Where the Customer has not properly followed instructions on how to make a transfer or bill payment or any other transaction or service;
    - c. Where the Customer has failed to provide current instructions for a transfer of funds or bill payment or any other transaction or service;

- d. Where the Customer has not given the instructions of transfer of funds or bill payment or any other payment or service within sufficient time for the payee to be credited by the time the money is due and the Customer's service with the payee is disconnected or limited in anyway;
- e. Where withdrawals or other transactions from any of the Customer's specified accounts have been prohibited by court order such as garnishment or injunction;
- f. Where the Bank reasonably believes that the transaction may be contrary to legislation or rule of law;
- g. Where the Customer inputs inaccurate or incorrect information in accessing the services which results in disclosure of his/her information to a third party.
- h. Where the transaction was done by any person other than the Customer, whether authorized or unauthorized by the Customer.
- i. Where the Customer has failed to notify the Bank of any material change to the information previously provided to the Bank relating to any IE Service, including but not limited to, where the Customer has failed to notify the Bank of a lost handset, change in mobile number for whatever reason, or change in provider, or any other material change which results in a third party receiving the Customer's alert or other confidential information.

- 17. You agree that we may share the information we collect from and about you as well as information about your account(s) or the transfers you make, with our affiliates with the First Citizens Group, with credit reference agencies and with any third parties with whom we have signed Non-Disclosure Agreements. You also agree that we may share such information in order to comply with government agency or court orders or where otherwise required to do so by compulsion of law; where we have a duty to the public to do so; or where required to protect the Bank's interests, including where such disclosure is required to address, rectify, ameliorate or mitigate fraud, security or technical issues.
- 18. The Bank shall not be liable for any failure or delay by the Bank in acting on the IE Services requested, which results from any interruption of the Bank's business due to equipment or transmission link failure or malfunction, energy shortage, fire, flood, civil commotion, insurrection, coup d'état, labour difficulties (including strike, boycott or slowdown) severe or adverse weather, traffic congestion on the mobile networks, or any other conditions outside of the control of the Bank.
- 19. To access the Mobile Banking option the Customer shall ensure that his mobile phone is text messaging-enabled or web enabled. The Customer shall be responsible to verify with his mobile carrier that the phone is enabled for the desired Mobile Banking option.
- 20. The Bank shall not be liable for the inability of the Customer to access the Mobile Banking option because his handset or mobile device is not properly enabled or synchronized with his mobile service provider or that his service has been disconnected or limited by the mobile service provider because of a dispute between those two parties.
- 21. The Customer shall indemnify the Bank against all claims, costs, actions or other proceedings whatsoever or howsoever made or brought against the Bank by any third party arising out of any dispute between the Customer and a third party for any transaction initiated through the IE Services by the Customer. Any such disputes will be resolved between the Customer and the third party only.
- 22. The Bank shall not be liable to the Customer for any injury, loss or damage suffered by the Customer in the use of the IE Services and the associated hardware.
- 23. The Bank will not be liable in any way if the Customer's Card is not honoured by a third party or for any retention of a Customer's Card by any other Bank or financial institution.
- 24. Unless otherwise specifically provided the Agreement is in addition to all other existing agreements between the Customer and the Bank including any online banking agreement, card agreement, account mandate or signature card previously executed by the Customer.
- 25. Changes for this product including fees and charges will be advised one (1) month prior to the fee/charge coming into effect.
- 26. The supply of this service is in conformity with the provisions of the Code of Banking Practice.
- 27. If any part of this Agreement is found to be invalid, the rest remains effective. In this Agreement references to the masculine includes feminine and singular includes plural.
- 28. This Agreement is governed under the laws of the Republic of Trinidad and Tobago.
- 29. In the event of conflict between the terms and conditions contained in this Agreement and the terms set forth in the applicable Account Opening Mandate, the terms of the Account Opening Mandate shall prevail.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year above written.

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**CSR/ Bank Officer (Name and Signature)**

\_\_\_\_\_  
**Date**

*Applicable only where certification/ witnessing is done by a foreign official.*

Certified by me \_\_\_\_\_ as being a true copy of the original  
*(Name in block letters)*

document which was shown to me on \_\_\_\_\_ day of \_\_\_\_\_.

*Affix Stamp/ Seal*

\_\_\_\_\_  
**Occupation**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**