



## On Line Banking Form Registration Personal Banking

Dear Customer;

This application must be completed for each of the account holders who wish to join the Online Banking Platform "Commonwealth On Line", meaning that each co-signer in any account should complete and send its respective form in order to process his/her membership request

Date:
-------

Type of Request			
<input type="checkbox"/> Activation of Service	<input type="checkbox"/> New User	<input type="checkbox"/> Suspension of Service	
General Info			
Last Name:	Mother's Maiden Name:	First Name:	Middle Name:
Passport Number:		E-mail address:	
<p>I hereby declare that, under full knowledge of its content, accept the Commonwealth Bank On Line Banking Agreement and Electronic Funds Transfer Act Disclosure, assuming all liabilities for any transaction made by authorized persons or users with access to Commonwealth Bank On Line ("THE SERVICE"). I further agree that all transactions initiated by authorized persons or users, are intended as made or ordered by it, and executed in its sole and complete satisfaction. I relieve Commonwealth Bank of any liability that might arise from the improper use of the "THE SERVICE" made by authorized persons, or for any consequences arising from the wrongdoing to me or third parties. It is also my responsibility with Commonwealth Bank to report any inclusion, amendment or deletion of any information related with me or any of the authorized users.</p>			
Authorized Signatures			
_____ <div style="text-align: center;">Name</div>		_____ <div style="text-align: center;">Passport No.</div>	_____ <div style="text-align: center;">Signature</div>
For Internal Use Only			
Customer Service		Account Executive	
Call Back made by: Date:		Approved by: Date:	
Electronic Banking			
Users Identification Check:		Processed by:	
Positive Identification made by:		Name & Title:	
Date:		Processed Date:	



## **Commonwealth Bank On Line Banking Agreement and Electronic Funds Transfer Act Disclosure**

### **Agreement**

This Agreement is a contract which establishes the rules which cover your electronic access to your accounts at Commonwealth Bank LTD through On Line Banking. By using On Line Banking, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your Commonwealth Bank accounts as well as your other agreements with Commonwealth Bank such as loans continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable laws of the Commonwealth of Dominica (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and Commonwealth Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement, together with the On Line Banking application and fees posted on our web site, constitutes the entire agreement between you and Commonwealth Bank LTD with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

### **Definitions**

As used in this Agreement, the words "we," "our," "us" mean Commonwealth Bank LTD; "You" and "your" refer to the account holder authorized by Commonwealth Bank to use On Line Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through the On Line Banking Platform. "Account" or "accounts" means your accounts at Commonwealth Bank. "Electronic funds transfers" mean transfers to and from your Commonwealth Bank accounts using On Line Banking. "On Line Banking Services" means the services provided pursuant to this Agreement. "Business days" means Monday through Friday. Holidays are not included.

### **Access**

To use Commonwealth On Line Banking, the user must be at least 18 years of age, must have at least one account at Commonwealth Bank LTD, access to Internet service, and an e-mail address. For Business customers duly authorized users should also comply with the previous described conditions. Once we have received your On Line Banking application and verified your account information, we will send you confirmation of our acceptance of your enrollment. For joint and business accounts, each user must have a separate User ID and Personal Identification Number. Each person on a joint account will be liable for all transactions that are made on that account by all other joint account holders of the account. Commonwealth On Line Banking can be used to access the Commonwealth Bank accounts which you have designated for access by Commonwealth On Line Banking in your application. Personal Accounts requiring more than one signature may not be accessed through Commonwealth On Line Banking. We undertake no obligation to monitor transactions through Commonwealth On Line Banking to determine that they are made by you.

### **Commonwealth On Line Banking Services**

You can use Commonwealth On Line Banking to check the balance of your Commonwealth Bank accounts, view Commonwealth Bank account histories, transfer funds between your Commonwealth Bank accounts and accounts from other Banks, send us e-mail, and make payments from your Commonwealth Bank accounts in the amounts and on the dates you request.

### **Hours of Access**

You can use Commonwealth On Line Banking seven days a week, twenty-four hours a day, although some or all Commonwealth On Line Banking services may not be available occasionally due to emergency or system maintenance. We agree to post notice of any extended periods of non-availability on the Commonwealth On Line Banking website.

### **Your Password**

For security purposes, you are required to change your password upon your initial log-in to Commonwealth On Line Banking. You determine what password you will use and the identity of your password is not communicated to us. Also you will receive an access card (e-token card) that will be combined with your password in order to have a second level of verification on your On Line identity. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and e-token card, and agree to change your password regularly. We recommend that you create a password that utilizes both alpha and numeric characters to ensure the maximum security. Your password should not be associated with any commonly known personal identification, such as passport, social security or national identification numbers, address, date of birth, names of children, and should be memorized rather than written down.

### **Security**

You understand the importance of your role in preventing misuse of your accounts through Commonwealth On Line Banking and you agree to promptly examine your paper statement for each of your Commonwealth Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password, log-in ID and e-token card are intended to provide security against unauthorized entry and access to your accounts. Data transferred via On Line Banking is encrypted in an effort to provide transmission security and On Line Banking utilizes identification technology to verify that the sender and receiver of On Line Banking transmissions can be appropriately identified by each other.



## **Posting of Transfers**

Transfers initiated through Commonwealth On Line Banking before 2:00 p.m., EDT, on a business day, Monday through Friday, are posted to your account the same day. Transfers completed after 2:00 p.m., EDT, on a business day, and those completed on a Saturday, Sunday or banking holiday, will be posted on the next business day. Commonwealth On Line Banking identifies transfers based upon the log-in ID of the user who made the electronic transfer. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers from your accounts in order to avoid overdrafts.

## **Overdrafts (Order of Payments, Transfers, and other Withdrawals)**

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Electronic funds transfers will be processed in order of approval until the funds runs out;
- Electronic fund transfers initiated through On Line Banking which would result in an overdraft of your account may, at our discretion, be cancelled;

In the event the electronic fund transfers initiated through On Line Banking which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

## **Limits on Amounts and Frequency of OnLine Banking Transactions**

The number of transfers from your accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## **Disclosure of Account Information and Transfers**

We may disclose information to third parties about your account or the transfer you make ONLY: when it is necessary to complete transfers; or in order to verify the existence and condition of your account for the third party, such as a credit bureau or merchant, or in order to comply with government agency or court orders, or if you give us your written permission.

## **Periodic Statements**

You will not receive a separate On Line Banking statement. Transfers to and from your accounts using On Line Banking will appear on the respective periodic statements for your Commonwealth Bank accounts.

## **Change in Terms**

Commonwealth Bank LTD may change any term of this Agreement at any time. If the change would result in increased fees for any On Line Banking service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 15 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Commonwealth Bank website or forward it to you by e-mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. Your continued use of any or all of the subject On Line Banking Services indicates your acceptance of the change in terms. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

## **In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments**

You may contact the Bank in case of errors or questions about any electronic funds transaction. Here's how: Phone: (+767) 440-7696 or write to: Commonwealth Bank On Line Services, Kennedy Ave., Financial Center, Ground Floor, Unit 2, Roseau, Dominica. The Bank must be notified as soon as possible if you think your account(s) statement is in error or if you need information about a transfer on any statement. You must contact us within 60 days after we have sent your FIRST account(s) statement on which the error appeared. When you contact us, please provide the following:

- Your name and account number;
- A description of the error or the transfer you are unsure about, explaining as clearly as you can why you believe it is an error or why you need more information;
- The dollar amount of the suspected error.

We will determine whether an error occurred within 10 business days (20 business days if the error occurred within 30 days after the first deposit to the account was made) after we hear from you and will correct the error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 days if the error occurred within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we asked you to put your complaint or question in writing and we did not receive it within 10 business days, we may not credit your account. We will inform you of the result within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.



### **Our Liability for Failure to Make a Transfer**

- If we do not complete a transfer to or from your account, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable, for instance:
- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed, or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device, or any part of the Commonwealth On Line Banking electronic funds transfer system is not working properly and you knew about the problem when you started the transfer.
- If you have not properly followed the on-screen instructions for using Commonwealth On Line Banking.
- If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken.
- Your Liability for Unauthorized Transfers (Liability limits apply only to consumer accounts)

CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we will extend the time periods. You may contact us by phone at: (+767) 440-7696.

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Commonwealth On Line Banking Services provided to you under this Agreement. We do not and cannot warrant that Commonwealth On Line Banking will operate without errors, or that any or all Commonwealth On Line Banking Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Commonwealth On Line Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Commonwealth and its affiliates exceed the amounts paid by you for the services provided to you through Commonwealth On Line Banking.

### **Your Right to Terminate**

You may cancel your Commonwealth On Line Banking service at any time by providing us with written notice by postal mail or fax. Your access to Commonwealth On Line Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to Commonwealth On Line Banking Services without prior notice, if you have insufficient funds in any one of your Commonwealth accounts to cover outstanding debits. Commonwealth On Line Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. We may also terminate your Commonwealth On Line Banking services upon reasonable notice, for any other reason at our sole discretion.

### **Fees and Charges**

There are currently no fees or charges to use the basic Commonwealth On Line Banking services. Funds Transfer fees are posted on our web site and may vary depending upon the plans being offered.

### **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Commonwealth Bank web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

### **Communications between Commonwealth and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail - You can contact us by e-mail at [customer@cmwbank.com](mailto:customer@cmwbank.com) (Please note that banking transactions through OnLine Banking are not made via e-mail.) Telephone - You can contact us at (+767) 440-7696.