

General Terms & Conditions



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Leader in Personal Banking Services

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THESE TERMS AND CONDITIONS WILL GOVERN YOUR ACCOUNTS WITH COMMONWEALTH BANK LIMITED

When you read these Terms and Conditions, please bear in mind the following:

- a) **“You”, “Your”, “Account holder”, “Customer”** means the Person in whose name the Account is maintained, including in the case of individuals the successors, executors or other duly appointed personal representatives of such Person(s), and each Person who has signed a Signature Card; and **“Signature Card”** means the Account signature card you signed.
- b) **“Person”** includes any individual, corporation, firm, partnership, limited liability partnership, society, association, trade union, institution and other business concern, statutory body and agency and government authority, whether local or foreign.
- c) **“We”, “our”, “us” “CB” and “the Bank”** refers to Commonwealth Bank Limited and its successors and assigns.
- d) **“Account”** means any Savings, Checking or Fixed Deposit accounts opened in your name under the Commonwealth Bank brand name, and any other accounts which the Bank may introduce from time to time which are opened in your name, as well as each account you asked CB to open for you or, if you signed that form requesting that CB add you as a joint account holder of an existing account or accounts, each such account;
- e) The expressions **“prevailing interest rate”, “prevailing prescribed charge”, “prevailing prescribed commission”, “prevailing prescribed fee”, “prevailing prescribed minimum”** and **“prevailing prescribed rate”** wherever they appear in these Terms and Conditions mean the interest, charge, commission, fee, minimum sum and rate prescribed by us. Details are available upon request.
- f) **“Bank Card”** means any Commonwealth Bank ATM Card, any debit, credit, charge card or any other card issued by us and linked to the Account, and through the use of which Electronic Service may be made available to you. It includes any replacement or renewal card.
- g) **“Electronic Services”** includes Internet Banking, Automated Teller Machine (“ATM”), and any other services or facilities offered via electronic means in or outside the Commonwealth of The Bahamas.
- h) **“PIN”** means a personal identification number issued to you to operate the Account by way of a Bank Card or through the use of any of the Electronic Services or other services which we may advise you.
- i) **“Business Day”** means any day on which the Central Bank of The Bahamas and the Clearing Banks are open for banking business.
- j) The singular includes the plural and vice versa. A gender includes all genders.
- k) If any of the provisions in these Terms and Conditions is or becomes invalid, illegal or unenforceable under any law, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.
- l) The Bank is entitled to waive compliance with any provisions herein, but such waiver shall not prejudice the Bank’s right to enforce compliance with any such provisions on any other occasion.
- m) These Terms and Conditions are binding on and enforceable against your heirs, personal representatives, executors and successors in title.
- n) The use of Electronic Services is subject to the Bank’s Terms and Conditions Governing Electronic Services.
- o) **“Branch of Account”** means the CB branch which administers the Account.

- 2.10 We may refuse to accept any cheque or financial instrument for deposit. This includes any cheque on which the payee's name is not identical with that of the customer and is not properly endorsed and any cheque made payable to a corporation, firm, partnership, limited liability partnership, society, association, trade union, institution or other business concern for credit to a deposit Account.

3. WITHDRAWALS

- 3.1 You shall maintain sufficient funds in your Account to meet all payments and withdrawals.
- 3.2 Any withdrawal that you make shall be in the manner and on such terms and conditions as we may set from time to time.
- 3.3 You may make withdrawals at any of our branches or ATMs of amounts up to the limits specified by us.
- 3.4 We may debit your Account regardless of whether the Account has sufficient funds if the payments or withdrawals:
- a) are made via duly completed withdrawal request forms or cheques with signatures that are consistent with those on our records and/or presentation of your or your authorised signatory's(ies) identity card(s) or passport(s) if requested by us; or
 - b) made via Electronic Services by use of Bank Card and/or PIN or other manner permitted by us.
- 3.5 Even if there are sufficient funds in your Account, we are not obliged to act on any instructions relating to your payment or withdrawal request if:
- a) the signature is different from the specimen signature furnished to us or not signed in the authorised manner or not drawn in accordance with the signature requirements prevailing at the time of presentation;
 - b) the cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words).
 - c) the cheque/financial instrument is presented after more than 6 months or the period specified on the cheque/financial instrument has elapsed from the date of the cheque/ financial instrument;
 - d) we have received or we are obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the payment or withdrawal request or to effect a payment to any government body or agency or we are served with a court order or other form of legal process requiring us to freeze the Account or to disallow withdrawals; or
 - e) funds in the Account have been earmarked for any reason; or
 - f) we have reasonable grounds to suspect fraudulent activity.
- We also have the right to process payments and withdrawals in any order of priority determined by us.
- 3.6 We do not have an obligation to call or notify you of the occurrence of any of the events listed in clause 3.4 or when your Account becomes overdrawn.
- 3.7 Any alteration on a cheque or other withdrawal request must be confirmed by the full signature of the signatory(ies) which conform to the specimen signature(s). We are not bound to honour any cheque or withdrawal request where the alteration is confirmed by initial(s) or incomplete signature(s), which do(es) not conform to the specimen signature(s).
- 3.8 We may require your parent or legal guardian to give consent to your withdrawal if you are below the age of 18 years and you withdraw from your Account an amount that we deem substantial.

4. STATEMENTS OF ACCOUNT AND TRANSACTION RECORDS

- 4.1 Electronic Statements: Electronic statements will be made available through the online banking platform. Upon enrollment, you consent to receive electronic statements for your checking, savings, and MasterCard accounts with the Bank.
- 4.2 Statement Access: You agree to regularly log in to the online banking platform to access your electronic statements. Statements will be made available for a period determined by the Bank, after which they may be archived or deleted.
- 4.3 Statement Delivery: When you receive your statement, you agree to examine all entries and balances in it. If you believe that there are errors, omissions, or irregularities, you agree to notify CB, within 45 days after the date on which the statement was sent to you.
- 4.4 Notification: You must notify us by emailing cbcontact@combankltd.com if you do not receive the Statement of Account within 7 Business Days of the expected date of receipt, failing which you will be deemed to have received it.
- 4.5 Paper Statements: The Bank will no longer provide paper statements. If you wish to receive paper statements, please note that certain fees may apply for paper statement requests.

5. FAILURE TO NOTIFY CB

If you do not notify CB of an error, omission or irregularity in writing and within the time period required by Section 4.3 above, then it will be finally and conclusively settled between CB and you that:

- a) all entries and balances are correct;
- b) all cheques paid from the Account are genuine, duly authorized and properly endorsed;
- c) all amounts charged to your Account are properly chargeable to you;
- d) you are not entitled to be credited with any amount that is not shown in your statement; and
- e) you release CB from all claims in connection with the Account, including any claims for negligence. This release does not apply to claims for gross negligence or willful misconduct by CB, in which case CB's liability will be limited to the lesser of:
 - (i) the amount of the credit or charge to the Account, or
 - (ii) the direct damages you suffer (CB will not be liable for any indirect, special or consequential damages).

You will be bound by Sections 4 and 5 of this Agreement whether your statement is viewed or not within the time period required. This Section 5 does not apply to amounts, which may have been improperly credited to your Account. As well, this Section 5 does not apply to cheques that you have signed and which may bear forged or unauthorized endorsements as long as you notify CB of the problem within a reasonable time and in any event, within 45 days after the cheque has been negotiated.

6. REPORT OF LOSS/THEFT

You must notify CB immediately if your Bank Cards, or any cheques are lost or stolen, or if there are other circumstances from which one might reasonably infer that a fraud may occur in connection with the Account. Subject to any other agreement you may have with CB, CB will not be liable for any improper withdrawal from the Account if you have not given CB immediate notice as required by this Section 6, or if your estate has not given the Branch of Account immediate notice of your death.

We may refuse to act on verbal instructions unless we receive a written request signed by any signatory of the Account or a verbal request from any signatory of the Account subject to our verifying the identity of the person making the request.

7. LIABILITY FOR FORGERIES, ETC.

CB will only be liable for a loss due to a forged or unauthorized signature on, or any alteration of, a cheque or other payment instrument if you do both of the following:

- a) You notify CB of the alleged forgery or alteration in writing and within the time period required by Section 4 above, and
- b) You prove that you took all reasonable steps to prevent the forged or unauthorized signature or the alteration and the resulting loss, and that despite that fact, the loss was unavoidable.

8. MONEY OWING TO CB

You authorize CB to charge to the Account its standard account service fees. You also authorize CB to charge to the Account any other indebtedness You may owe CB.

9. INACTIVE ACCOUNTS/DORMANT ACCOUNTS

CB is entitled to close Inactive Accounts if there have been no deposits, withdrawals or cheques for six months, and the account has a nil balance. Monies in Accounts which have been dormant for seven (7) years will be remitted to the Central Bank Of The Bahamas.

10. CHEQUES

- 10.1 Cheques may not be drawn on the Bank except on the forms supplied or approved by us and registered for each Account. Applications for new cheque books should be made on the printed application forms or in any other way we may prescribe from time to time.
- 10.2 Pursuant to Section 11.1 or for any other reason, we may dispatch to you any new cheque book(s) by courier or any other mode of delivery deemed appropriate by yourself, at your cost and risk (including the risk of disclosure of any information concerning the Account arising thereby).
- 10.3 We reserve the right to charge for issuing cheques and cheque books at our prevailing rates.
- 10.4 We may refuse to pay cash if the payee is a corporate entity even though the word "bearer" is not cancelled and the cheque is not a crossed or "A/C Payee" cheque.
- 10.5 You agree not to make use of any stamps or seals or other instruments in drawing cheques, or other forms of withdrawals, or in communications with us without first notifying us and entering into such arrangements as we may require. We may (but are not obliged to) verify any stamps or seals or other instruments against your specimen stamps or seals or other instruments. If you or any person acting on your behalf make use of any stamps or seals or other instruments in drawing cheques, or other forms of withdrawals, or in communications with us in breach of these Terms and Conditions, we may, without notice to you, refuse to honour or pay such cheques or requests for withdrawals or disregard such communications. We will not be liable in any way for any loss arising from honouring, paying or relying on such cheques, requests or communications and/or failing or refusing to honour, pay or rely on such cheques, requests or communications.
- 10.6 You must be aware that if you issue post dated cheques, the payee is likely to pay it into their bank before the due date. If they do, it is likely that we will pay the cheque when it is presented for payment rather than on the date you have specified.
- 10.7 You agree not to use conditional statements on the face or on the reverse of any cheque. Conditional statements include but are not limited to:
 - a) "Void if over X\$"
 - b) "Item expires on [a certain date]"
 - c) "Not valid after [a certain date]"
 - d) "Not valid if presented for payment after X days following date of issuance"Such conditions shall not be binding on Commonwealth Bank.

- 10.8 You agree to minimize the risk of fraud by:
- a) Writing clearly and always using permanent ink pens such as a ball point pen.
 - b) Making sure there are no amendments on the face of the cheque as the cheque may be returned unpaid.
 - c) Always ending with the word “only” after writing the amount payable on the cheque.
 - d) Ensuring that no cheque is removed without your knowledge and spoiled cheques are completely disposed of.
 - e) Keeping your cheques in a safe place and never leave signed or unsigned cheques unguarded.
 - f) Regularly taking stock of unused cheques and conduct reconciliation of cheques paid with your bank statement.
 - g) Immediately reporting your case to CB, if there are missing cheques in your cheque book.
 - h) Not signing a blank cheque or issuing a blank cheque as payment.
 - i) Not folding, pinning or stapling written cheques.
 - j) Avoiding use of a laser printer, felt tip pen, erasable pen or pencil or other printing techniques that can be easily erased and written over, to write your cheque details.
 - k) Not writing below the MICR (Magnetic Ink Character Recognition) field of the cheque as doing so will affect clearing of your cheque.

11. CHEQUE TRUNCATION

- 11.1 You acknowledge that you are aware that the Bank is a member of and participant in the clearing house system operated by Bahamas Automated Clearing House (“BACH”), which system is operated pursuant to the System Rules made by BACH (the “BACH System Rules”).
- 11.2 We may (but shall not be obliged to) submit all cheques and other instruments presented to us for collection to BACH for payment and settlement in accordance with the BACH System Rules as same may be amended from time to time and any agreement between the participating banks.
- 11.3 We may present a cheque for payment to the Bank on which it is drawn by way of electronic transmission of an image and the electronic payment information of the cheque, instead of presenting the cheque itself and any cheque thus presented shall be deemed to be duly presented for payment. You hereby waive any right to physical presentation of cheques for payment notwithstanding the provisions of the Bills of Exchange Act (“BEA”).
- 11.4 Any cheque presented in accordance with the aforesaid provision shall be deemed to have been presented at its “proper place” within the meaning of Section 45 of the BEA.
- 11.5 For the avoidance of doubt, any payment made upon presentment in accordance with this section shall not be taken to have been made outside the ordinary course of business or in bad faith or negligently solely because it is made upon transmission of an image and the electronic payment information of the cheque rather than the cheque itself.
- 11.6 Where you deposit a cheque to your Account and such cheque is dishonoured by reason of non-payment or otherwise in circumstances where we might otherwise be obliged to return to you the original of any such cheque or other instrument, we are not obliged to return to you any such original and it shall be sufficient that we (subject to such conditions as we may impose) issue to you the IRD, or a certified copy of the original cheque, relating thereto provided always that we may (in our sole discretion and subject to such conditions as we may impose) nevertheless return the aforesaid original in lieu of the relevant IRD or certified copy.
- 11.7 We shall not be obliged to replace any IRD or certified copy of a cheque or other instrument that has been lost or destroyed unless the Bank was at the time of such destruction or loss in possession of the IRD, certified copy of the cheque or other instrument.

- 11.8 Subject to any conditions which we may impose from time to time, where a cheque has been dishonoured, the IRD or certified copy of the cheque that was returned to you may be re-presented to us for payment. We reserve the right to reject any IRD or certified copy of a cheque that is altered, mutilated or torn.
- 11.9 We shall be entitled to:
- a) honour and make payment on any cheque, IRD or certified copy of a cheque or other instrument presented for clearing which is presented in accordance with the BACH System Rules or other rules governing the operations of the automated clearing system or any agreement between the participating banks and/or any cheque or other instrument presented for clearing which is presented in accordance with any applicable legislation, and
 - b) debit any Account or require you to reimburse the amount paid in respect of such cheque, IRD or certified copy of cheque or other instrument.
- 11.10 Where we have paid on any cheque or other instrument as aforesaid drawn or purportedly drawn by you (and/or on the image and relevant electronic payment information in respect thereto):
- a) we are not obliged to return to you the original of any such cheque or other instrument and it shall be sufficient (when so requested by you and subject to such conditions as we may impose) that we issue to you the electronic image of such cheque or other instrument or a printed or electronic copy thereof;
 - b) you consent to the retention and storage of the aforesaid original by the relevant presenting banker and/or the designated agent of such presenting bank and to the destruction of the aforesaid original within such period as is allowed by the BACH System Rules or other rules governing the operations of the automated clearing system or any agreement between the participating banks or any relevant statute of The Bahamas; and
 - c) you consent to the retention and storage of the electronic data and/or image in respect of the aforesaid original arising from the automated clearing house process in accordance with (and, unless we otherwise determine acting in our discretion and subject to such conditions as we may impose) only for so long as the retention period specified in or pursuant to any rules and/or regulations of the BACH and to the destruction of the aforesaid electronic data and/or image upon the expiry of the retention period so specified without us retaining a copy in any form or medium;
- Provided always that we may (acting at our discretion and subject to such conditions as we may impose and/or the relevant rules and/or regulations of the BACH) nevertheless return the aforesaid original in lieu of the relevant electronic image or a printed or electronic copy thereof.
- 11.11 We are entitled to disregard the presence or absence of any company or personal stamp(s), seal(s) and/or similar marking(s) on:
- a) any cheque (including but not limited to a cheque which under the BEA or otherwise is not transferable) or other instrument (including but not limited to an instrument to which the BEA applies) drawn or purportedly drawn by you; or
 - b) the image and/or relevant electronic payment information in respect of any such cheque or other instrument as aforesaid; even though you may have issued us contrary instructions, or the mandate for the Account may contain contrary instructions.
- 11.12 We shall not be liable to you (or any third party claiming through you) for any loss or damage (including but not limited to consequential loss or damage) suffered, howsoever caused, arising in connection with its clearing of cheques and other instruments through the automated clearing house including but not limited to the acts or omissions of any person or entity and/or any error caused by machine or hardware malfunctions or manufacturer's operating software defects unless it is caused solely and exclusively by the negligence or fraudulent or dishonest act of us or our officers or employees.

We have absolute discretion (without incurring any liability to you) to determine whether to process through the BACH and/or any other clearing and/or settlement system as we think fit any article, document or item including but not limited to: cheques; and other instruments (including but not limited to an instrument to which the BEA applies).

- 11.13 Any reference in these Terms and Conditions to cheques and/or other instruments shall, where the context requires, include a reference to an IRD or a certified copy of the cheque or instrument.
- 11.14 You agree that any IRD or any other image transmitted or retained in electronic form may be admitted in evidence as an original document and agree that you will not challenge the admissibility of any such IRD or electronic image on the grounds only that it is made or recorded in electronic form.

12. STOP PAYMENTS

- 12.1 If you give CB instructions to stop payment of any cheque or other instrument (an "Instrument"), you acknowledge that you will provide CB with complete details of the Instrument, and pay the appropriate service charge. CB will use its best efforts to stop payment of such Instrument. CB is only required to stop payment of the Instrument if it matches exactly the details you have provided. If any of the relevant details are wrong and CB pays the Instrument, CB does not have to reimburse you for the amount of the Instrument. If for any other reason the Instrument is paid, then subject to the terms of this section, CB will reimburse you for the amount of the cheque (and refund you the service charge) unless it represents payment of a just debt. You will review your statements to determine if the Instrument has been paid in error and, if so, you will notify CB immediately. CB will not, however, be required to reimburse you for the amount of the Instrument unless you notify CB within the time period specified in Section 5 of this Agreement.
- 12.2 We may refuse to act on stop payment instructions unless we receive a written request signed by any signatory of the Account or a verbal request from any signatory of the Account subject to our verifying the identity of the person making the request. Stop payment on cheques will be effected based on the cheque number(s).
- 12.3 Stop payment instructions will be valid for such period as we determine from the date on which we receive your verbal or written instructions. Any charges will be debited from your Account regardless of whether your stop payment instruction was processed successfully.

13. DEALINGS WITH OTHER BRANCHES

If you wish to perform Account transactions at a CB branch other than the Branch of Account, you agree to comply with CB's requirements in that regard. A valid form of identification and/or your Bank Card is required. CB may charge to the Account the amount of any cheque, bill of exchange or other payment order ("Order") drawn on the Account, as soon as it is negotiated or deposited at any CB branch or agency. CB may pay the Order even if it is not physically delivered to or presented at the address of the CB branch shown on the front of the Order.

14. IF THERE IS NO CB BRANCH

If, in connection with your banking business, it is necessary to do something at a place where there is no CB branch, CB may use the services of any bank or other financial institution or agency (the "correspondent bank") to do so. In such case, CB; will not be liable for any act or omission of the correspondent bank in the performance of the services required of it or for the loss, damage, destruction or delayed delivery of any Instrument, security, certificate or other document of any kind while in transit to or from, or while in the possession of, the correspondent bank.

15. STORING INFORMATION

In addition to Section 11.10, CB may record and store all information relating to your account in such form and by such means as CB sees fit. You acknowledge that CB is not required to retain or return original items (other than to retain and return to you the items normally returned to you in accordance with CB's general practice in connection with accounts such as yours) or to provide you with copies of any account statements, cheques or other documents. CB may, in its discretion and subject to availability, provide you with copies of account statements, cheques or other documents at your request. If you request copies of any documents and the originals have been transferred to some other storage medium and destroyed, you will accept copies made from that storage medium. You acknowledge that CB is not required to produce copies of any cheques or other documents if neither the originals nor any copies exist at the time your request is processed. You will pay CB its applicable charges for any searches you request. CB may, however, require you to pay part of such search fees in advance.

16. DATA PROCESSING

CB may use the services of any of its subsidiaries and affiliates or any electronic data processing service bureau or organization in connection with keeping your account. Consent is given for the sharing of information with such subsidiaries, affiliates, electronic data processing services or organization for the purposes of processing information relating to your account, providing contingency backup of data or any other proper banking purpose. In such a case, CB will not be liable to you by reason of any act, delay or omission of such service bureau or organization in the performance of the services required of it.

17. ANTI-MONEY LAUNDERING

17.1 Documents required for account opening

The following basic documents/ information will be needed to open an Account in your name:

a) Proofs of Identity

We are required by law to check the identity of new customers. Checking identity is important to fight money laundering and other criminal activities. We may make electronic searches or access database held by a credit reference agency in order to validate names and addresses. When we ask for information this can be provided by way of current valid passport or a full Bahamian driving license or (subject to the Bank's approval-please consult us) such other documents that are issued by a known Public Office which contains minimum details such as Name, Date of Birth, Photo and signature.

b) CONTACT VERIFICATION

This information can be confirmed by providing the residential mailing address (if any), email address, or telephone contact (land-line and/or mobile).

17.2 Anti-Money Laundering legislation requires that CB verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to CB to disclose this information to money laundering prevention and control officers within CB, for the purpose of ensuring CB complies with money laundering legislation. You will indemnify CB for its out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable money laundering legislation regarding your account, including but not limited to seeking direction from a court of competent jurisdiction on CB's rights and obligations in such matters.

18. INTEREST

- 18.1 We will pay interest at our prevailing interest rate for interest bearing Accounts calculated on daily balances (excluding late cheque deposits) based on a 365/366-day year. Such interest will be credited to your Account monthly or yearly, depending on the Account type or on the day the Account is closed. Where the last day of the month or the year is a Sunday or public holiday, interest for that day will be calculated based on the balance as at the preceding Business Day. No interest will be paid if the daily balance falls below the prevailing prescribed minimum for the Account.
- 18.2 Interest will only accrue on funds including inward remittances which have been successfully credited for value to an Account. All deposit interest rates and exchange rates for currency conversion transaction shall be at rates determined by us from time to time.

19. OVERDRAFTS

- 19.1 Overdrafts without prior approval
- a) In the absence of prior approval, the Account shall not be overdrawn. We will impose the relevant charges on each cheque issued by you if it is returned due to insufficient funds. We may close the Account if cheques continue to be returned due to insufficient funds. Overdraft facilities may be permitted at our discretion.
 - b) If your Account is overdrawn, all overdrawings will be payable immediately together with interest, commission and other charges at our prevailing prescribed rates. Although overdrawings are repayable immediately, interest will be chargeable for the overdrawn amount at our prevailing rate and will be computed on the principal amount owing on a daily basis and based on a 365/366-day year.
 - c) Unpaid interest will be added to the principal amount owing at the end of each month and the total thereof shall be the new principal amount owing for the purpose of calculating subsequent interest. If no deposit is made in the following month, or the deposit is less than the amount of the interest added to the principal at the end of the previous month, the account shall be considered in arrears.
 - d) We will impose a minimum monthly overdrawing charge as determined by us on your Account for the overdrawn amount.

19.2 OVERDRAFTS WITH PRIOR APPROVAL

- a) Subject to agreement by CB as documented by a commitment letter, you will be entitled to overdraw your account in accordance with the terms of the relevant agreement and CB is authorized to debit your account CB's standard charge for processing the credit facility and any other fees established by CB from time to time.
- b) Where authorized to overdraw your account, you will ensure that your account is active during each calendar month and deposits or other credits to your account will be in the minimum amount of interest and bank charges debited to the account each month. You will pay all indebtedness upon demand by CB.
- c) All interest at the rate set by CB from time to time will apply both before and after the indebtedness becomes payable, before and after any overdraft agreement is terminated, and before and after judgment is made against you.
- d) Where CB has agreed an overdraft limit for your account, you will not make a payment or cheque transaction which would cause your overdraft limit to be exceeded. CB has no obligation to pay a cheque transaction that would cause your indebtedness to exceed your overdraft limit or to be further exceeded. If CB has allowed the overdraft limit to be exceeded already, CB may, if it so desires, simply return the cheque unpaid. If CB should choose to allow one or more such cheque transactions, it has

no obligation to do so again, at any time in the future. Should CB choose to allow the indebtedness to exceed the agreed overdraft limit, the fees that apply when there is no overdraft agreement in place will apply on the portion of indebtedness which exceeds the overdraft limit.

- e) If you do not repay any indebtedness as required under the terms of an overdraft agreement or any other amount you owe CB when it is due, CB may terminate the overdraft agreement without notice to you and refuse to pay additional cheques including cheques you made/issued/authorized before the agreement is terminated. If any of these events occur, you must immediately repay all indebtedness to CB.
- f) CB is entitled to change the terms of any agreed overdraft facility, the interest rate, the overdraft limit and/or fees which apply to the credit facility (including minimum charges) for any reason and at any time. CB will advise you of all changes at least thirty (30) days before the change is effective.

20. CHARGES, FEES AND COSTS

- 20.1 You will pay such fees as we may determine for the opening, closing and operation of the Account and any other services rendered by us.
- 20.2 We may without notice debit your Account with service charges and any other amount representing any interest, fee, commission, service charge, tax, levy or reimbursement payable by you to us notwithstanding that such debiting may result in your Account being overdrawn.
- 20.3 In addition, we are entitled to impose a fee on all Accounts, including inactive and dormant Accounts where the credit balance falls below the minimum balance we prescribe and on Accounts closed within 6 months from opening or such other period as we may prescribe.
- 20.4 If we retain legal counsel to enforce and/or protect any of our rights or resolve any dispute relating to the money in or other matters relating to the Account whether by judicial proceedings or otherwise, you agree to indemnify us for all costs, fees and charges thereby incurred including legal costs (on a full indemnity basis).
- 20.5 All payments by you under these Terms and Conditions must be made free and clear of and without deduction of any tax or levy.

21. CUSTOMER'S OBLIGATIONS

- 21.1 You shall:
 - a) monitor the balance of your Account at all times and notify us in writing immediately of any unauthorised debits or withdrawals from the Account or of any matter concerning your Account that may invite suspicion;
 - b) sign and confirm any confirmation slip, including that related to auditing purposes (if requested to do so) and promptly notify us of any change in your address or personal information;
 - c) examine all debit and credit entries in the Statement of Account, statements and Transaction Records and report any omission from or debits or credits wrongly made or made without authority or inaccurate entries in such Statement of Account and/or Transaction Records. You must object to such debit or credit entries or omissions or any other inaccuracies within 45 days after receiving the Statement of Account or Transaction Records. If you do not do so:
 - (i) such entries made in the Statement of Account or Transaction Records will be deemed correct and conclusive without further proof as against you that the Statement of Account or Transaction Records contain all credits that should be contained in these documents and do not contain any debits that should not be contained in these documents;
 - (ii) you will be bound by the Statement of Account and the Transaction Records; and
 - (iii) we will be free from all claims in respect of any and every debit or credit item shown in the Statement of Account and the Transaction Records.

- 21.2 If you have cheque books issued to you, you are obligated:
- a) to immediately notify us and place a stop-payment on the cheque(s) if any of your cheques have been lost or stolen or misplaced; and
 - b) not to keep cheque books, draw cheques or operate the Account in a manner which may facilitate theft, fraudulent alterations or forgery and to, among other precautions, comply with the terms and conditions on the cheque book cover and in any agreements for services provided by us.

22. OPERATION OF JOINT ACCOUNT

Where the Account is in 2 or more names or has 2 or more authorised signatories:

- a) if, before or after acting on any written instructions, we receive contradicting instructions from other signatories, we may thereafter act only on the instructions of all signatories for the Account whether or not the Account requires only single or joint signatories;
- b) if any one Account holder dies, we are authorised to hold any credit balance in the Account to the order of the surviving Account holders. This does not affect any other right we may have in respect of such balance arising out of any lien, charge, pledge, set-off or any other claim or counter-claim actual or contingent or otherwise. We will be released from all demands, claims, suits and actions by the heirs, executors and administrators of the deceased. In addition, we may, if any Account holder dies, suspend or close the Account without notice;
- c) where the Account is in the names of 2 or more Account holders, these Terms and Conditions and all obligations under these Terms and Conditions will bind them jointly and severally; or
- d) in the case of a Joint "OR" Account, each joint Account holder shall be able to operate the Account independently. We may issue a Bank Card and a PIN to each joint Account holder. In addition, any Account holder can apply for Electronic Services singly, without obtaining consent from other Account holders to operate such Joint "OR" Account.

23. OPERATION OF PARTNERSHIP ACCOUNT

23.1 These Terms and Conditions and all liabilities incurred in respect of the Account will bind all partners jointly and severally. This continues to apply even after any change in the composition or constitution of the partnership or retirement or admission of one or more partners or otherwise. Notice of such changes shall be promptly given to us.

23.2 All partners have the power:

- a) to authorise any person, whether or not a partner, to make, draw, sign, accept, endorse and/or otherwise negotiate cheques, telegraphic transfers, drafts, bills of exchange and other negotiable instruments on behalf of the partnership and generally operate the Account; or
- b) to credit, debit and transfer funds to or from the Account and to create or increase an overdraft facility to any extent or apply for an extension of the overdraft facility whether such facility was granted on a temporary basis or otherwise. Such application may be made by signature or, where the Account is operated through Electronic Services, by use of Debit Card and/or PIN or other manner and on such terms and conditions as we may specify.

23.3 Any change in the composition or constitution of the partnership firm by death or retirement or admission of one or more new partners or otherwise will not affect the authority referred to in Section 23.2. If we do not receive any contrary written notice from you, we may treat the remaining partner(s) as having full authority to carry on the business of the firm and to deal with the Account as if there had been no such alteration.

24. RIGHTS OF APPROPRIATION, DEBIT, SET-OFF AND/OR CONSOLIDATION OF ACCOUNTS

24.1 We shall be entitled at any time and without notice to you, to perform any or all of the following:

- a) appropriate, set-off or debit all or part of the balances in any of your Accounts to pay and discharge all or part of your liabilities to us; and where required, earmark any amounts credited or expected to be credited into your Accounts;
- b) combine or consolidate all or any of your Accounts (whether matured or not) regardless of where your Accounts are located, and whether your Accounts are held in your sole name or jointly with others;
- c) retain as security and/or sell by public or private sale any of your funds, chattels, securities and other valuables deposited with us for safe custody to pay and discharge all or part of such sum demanded at any time after demand for payment thereof having been issued (whether or not received by you) and without further notice;
- d) refuse any withdrawals from your Account where the Account is earmarked for sums owing to us until such sums are paid in full;
- e) make the necessary conversion at our prevailing currency exchange rate where any set-off or consolidation undertaken by us involves the conversion of one currency to another; and/or
- f) debit from your Account any sum wrongly credited into that Account.

24.2 In the event:

- a) we accept or incur liability, whether on your Account or in respect of any activities or transactions in connection with or in your Account (regardless of whether or not you have knowledge of such activities or transactions), whether or not at your request, whether the liability is incurred in The Bahamas or elsewhere, present or future, actual or contingent, liquidated or unliquidated, primary or collateral, several or joint either alone or jointly with any other person;
- b) you fail to make payment of any amount due to us;
- c) you fail to return to us any amount which has been wrongly credited to your Account through any means or correctly credited but subsequently defaulted by the remitting or paying party;
- d) of your death, incapacity, winding-up, bankruptcy, judicial management or receivership; or
- e) you or any of your joint-Account holders breach any provision of these Terms and Conditions; you will bear all costs, charges, expenses or any losses directly or indirectly related to any of the actions taken by us in this Section 24.1 and 24.2 and will immediately upon demand from us pay us such amount.

25. INDEMNITY

25.1 You will fully indemnify us as collecting banker for any loss we may incur by guaranteeing any endorsement or discharge on a cheque, bill, note, draft, dividend warrant, or other instrument presented for collection and such guarantee as given by us shall be deemed to have been in every case at your express request.

25.2 You will on demand fully indemnify us against all claims, demands, actions and proceedings which may be made against us, and all damages, liabilities, losses and expenses (including legal fees on a full indemnity basis) which we may incur or suffer, directly or indirectly, as a result of your use of the Bank Card and/or the PIN with or without your authority, or your negligence or breach of any of these Terms and Conditions.

26. CONFIDENTIALITY OF ACCOUNT

You consent to us, our officials, employees, agents and any other persons who by reason of their scope of work, capacity or office have access to our records, registers or any correspondence or material with regard to you or any of your Accounts, disclosing any information relating to and any particulars of your Accounts and affairs:

- a) to any person or organisation participating in the provision of the banking services utilised by you, including but not limited to electronic or other services, whether in the Bahamas or elsewhere, for purposes of properly providing such services including but not limited to investigating discrepancies, errors or claims;
- b) to any person or organisation to whom we outsource certain functions or activities in accordance with the guidelines on outsourcing promulgated by the Central Bank of The Bahamas;
- c) to any government agency, authority or court in The Bahamas or elsewhere, and to any police officer, regulator, public officer or officer of the court, upon proper authorization by statute, regulation or court order;
- d) to our stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalised cheques, Statements of Accounts, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
- e) with your prior written permission, to any other banks, financial institutions and credit agencies for the purposes of verifying the information provided by the Account holder for and ascertaining the Account holder's financial situation;
- f) to any director of a company operating an account or partner of a partnership operating an account authorized in accordance with relevant resolutions or any Account holder of a joint Account;
- g) to any government agency or authority or courts of a jurisdiction where any of the Bank's overseas branches or offices are situated or where the Bank has assets;
- h) to any person or organisation for the purpose of collecting and recovering for and on our behalf any sums of money owing to us from you; and
- i) (in the case of a trust Account) to the beneficiary of the Account; and
- j) to any other person you have designated to us in writing.

Our rights as stated above are in addition to any other rights that we may have under any statutory provisions and in law. Our authority to disclose such information shall survive the termination of these Terms and Conditions and closure of your Account.

27. SUSPENSION OF ACCOUNTS/SERVICES

27.1 We reserve the right in our absolute discretion at any time to suspend operations of any or all your Accounts and/or services for such duration as we deem fit, including but not limited to the situations where:

- a) we receive written instructions from any Account holder or any authorised signatory(ies) to suspend operations notwithstanding that the mandate for the Account requires 2 or more signatories;
- b) we receive contradicting instructions from the signatory(ies) to the Account or any Director or partner of the Account holder, whether or not such Director or partner is a signatory to the Account;
- c) as a result of force majeure, any calamity or condition, industrial actions, power failure, computer breakdown or sabotage, or any other reason, our customer's records, Accounts or services are not available or access to such records, Accounts or services is hindered;

- c) we are notified or become aware of any dispute between the directors and/or the officers and/or the authorised signatories to the Account in the case of Accounts held by Persons other than individuals.
- d) we are notified or become aware of any petition, application or resolution or the appointment of a receiver or judicial manager to declare you bankrupt or insolvent or for winding up;
- e) we are served a garnishee order attaching balances in your Accounts.

27.2 We will be entitled in our sole discretion to take such steps as we may deem necessary (including an application to the court in any jurisdiction) to obtain direction and to safeguard our interests, and we shall not under any circumstances be liable for complying with the order of a court of competent jurisdiction.

27.3 We will not be liable for any loss, damage, expense or inconvenience, including indirect losses suffered or incurred by you as a result of us suspending the operations of any or all of your Accounts and/or services or taking such further steps as we deem necessary under the conditions as aforesaid.

28. CLOSURE OF ACCOUNT

28.1 You may close your Account at any time by giving us written notice signed by authorised signatory(ies) and paying us all outstanding amounts due and payable. You must advise the Bank of any outstanding cheques and ensure sufficient funds are retained to cover these cheques, other wise they will be returned unpaid. You must also provide written instructions regarding the disposal of any standing orders, funds the branch may subsequently receive and the outstanding balance on the account. You must return all unused cheques at the time of account closing.

28.2 Where the Account is in the names of 2 or more Account holders and is a Joint “OR” Account, we may act on written instruction from any of the Account holders (without further authorisation or notification to the other Account holders) to close the Account.

28.3 We may close Account(s) without giving any reason by 7 Business Days’ notice or, where we deem fit, immediately upon issuing a notice to you (whether or not the notice is received by you). We may discharge our liability in respect of the moneys in the closed Account by mailing a cashier’s order or a banker’s draft for that amount in the currency of deposit to you or through any other means as we may deem fit. No interest will be paid on unclaimed balances of a closed Account. If an overdrawn Account is closed by us, the overdrawn amount will remain payable together with interest, costs, expenses, commission and other charges and the provisions in Section 20 shall continue to apply to you.

28.4 In addition to Section 30.3, if:

- a) the balance in the Account falls below the prevailing prescribed minimum; or
- b) if there are no transactions on the Account for such period of time as we may stipulate; we may close the Account without notice to you. “Transactions” exclude interest crediting, enquiries and debiting of any charges, fees and interest.

28.5 Once the Account is closed for any reason, all unused cheques and/or Bank Card (s) will become our property. You shall promptly return them to us or destroy them and shall not continue to effect transactions through the Account in any way. Your obligations under these Terms and Conditions will however continue and all outstanding balances (which include such charges and liabilities you may have incurred but which have not been debited to the Account) on the Account will become payable at once. If your Account is closed by us, and if you still owe us any sum of money, these Terms and Conditions and the Terms and Conditions Governing Internet Banking shall continue to apply to you until we receive and acknowledge receipt of all moneys due and payable to us.

28.6 Once the Account is closed for any reason, all Electronic Services linked to that Account will also be terminated automatically.

29. COMMUNICATION

- 29.1 We may send any notices, bank statements, advices or any other communications to you by e-mail, sms, or by leaving them at your account mailing address. Such notices, bank statements, advices or other communications will be considered to be sent and received by you on the day following such mailing or on the day when it was so left even if the same is returned undelivered. All notices and communications can also be done through the press, radio, television or any other media as selected by us. You are considered to have notice on the date of publication, broadcast or communication. If any communication is returned undelivered, we will not send you any further communication until you update your account mailing/e-mail address.
- 29.2 You shall not hold us liable in the event that any communication is delayed, intercepted, lost and/or failed to reach you during delivery, transmission or dispatch or if the content of such communication is disclosed to any third party during transit. You will bear all risk of such communications.
- 29.3 You will notify us promptly in writing of any variation in your signature, the authorised signatory(ies), the authorised manner of signing, the signature requirement(s) in respect of the operation of any Account, any change in your address or other relevant particulars. Such particulars include (but are not limited to) any change of partners, directors and/or provisions in your Memorandum and Articles of Association, where applicable.
- 29.4 We are entitled to a reasonable period of not less than 7 business days after receiving your notice to process and update the change.
- 29.5 Pending completion of our processing of any change notified by you, you authorise us to continue to process your instruction(s) in accordance with the mandate given to us prior to the notice of change or to continue to send Statements of Account, notices and other communication to you at your account mailing address.

30. INSTRUCTIONS BY MAIL AND OTHER MEANS

- 30.1 In addition to any rights we have under these Terms and Conditions, we may act on any instructions for withdrawal, closure or any other matter whatsoever relating to the operation of the Account given or purportedly given by you or your authorised signatory by mail or any other medium of communication, including via facsimile transmission or telephone.
- 30.2 We shall be entitled to refuse or to accept or to act on any instruction for any transaction or any matter relating to the Account if:
- a) we are unable to verify your identity to our satisfaction;
 - b) we have any doubt on the authenticity, clarity or completeness of the instruction;
 - c) the form or content of such instruction is not in accordance with our requirements, policies or practices as we may prescribe from time to time; or
 - d) the instruction is not in accordance with the mandate(s) for the time being in effect in respect of the operation of such Account; and we shall not be liable to you as a result of such refusal.

Notwithstanding the above clause, we may act upon any instruction which we believe in good faith to be given by you, without inquiry as to the identity of the authority of the person giving or purporting to be giving such instruction or the authority thereof and notwithstanding that such instruction may conflict with other instructions you have given us, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.

- 30.3 Where we agree to act on instructions given by you or your authorised signatory via a medium of communication other than mail, you will indemnify us from and against any loss which we may incur as a result of acting on such instructions or the instructions of your authorised signatories in accordance with these Terms and Conditions. You also agree we will not be liable to you for any loss that you may incur as a result of our acting on such instructions.

30.4 We may as we deem fit record all instructions received from you or your authorised signatories, and all other telephone conversations conducted with you and your authorised signatories, and you agree to be bound by such recording.

31. AMENDMENT OF TERMS AND CONDITIONS

31.1 This Account Agreement replaces any account agreement for any account you may already have with CB.

31.2 We reserve the right to add to or vary any of these Terms and Conditions at any time by giving you at least 30 days' notice of any variation which relates to fees and charges and your liabilities and obligations before such variation takes effect. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such advance notice.

31.3 All amendments will take effect and bind you from the effective date specified in our notice. The advance notice may be given to you by exhibiting notice of the amendments or by mailing to you or sending to you or making available a set of the revised Terms and Conditions at our branches or via publication through any media. Upon such exhibition or publication, you are considered to have been notified of such amended Terms and Conditions.

31.4 Any change in accordance with this, Section 32 will apply to indebtedness existing on the date the change is effective and to indebtedness arising after that date.

31.5 If you do not accept any addition and/or variation to these Terms and Conditions, you shall immediately discontinue operating and close the Account. If you continue to operate the Account after such notification, you are deemed to have agreed to the addition and/or variation without reservation.

32. APPLICATION OF OTHER TERMS AND CONDITIONS

These Terms and Conditions, together with any terms, conditions, rules or regulations contained in our cheque books, deposit vouchers or other documents or forms supplied by us and any terms, conditions, rules, regulations or agreements relating to any products or services utilised by you or accessed through or linked to your Account comprise the entire agreement between us and you. You are deemed to have read and/or understood such terms, conditions, rules, regulations or agreements and will be bound by them accordingly.

33. DOCUMENTS

You accept our scanned records of any and all forms, documents, instructions or communications as final and conclusive and the same will be binding on you for all purposes. You agree that all such records are relevant and admissible in evidence. You will not dispute the accuracy or the authenticity of the contents of such records merely on the basis that such records were produced by or are the output of a computer system, and you waive any right to so object.

34. ELECTRONIC SIGNATURE CONSENT AND AGREEMENT

34.1 Legal Recognition:

In accordance with the Electronic Communications Act, 2006 of The Commonwealth of the Bahamas, electronic signatures are legally recognized and enforceable. Your electronic signature on documents holds the same legal validity and consequences as a physical signature.

34.2 Scope of Consent:

You expressly consent to the use of electronic signatures for all documents, agreements and transactions associated with the Bank's services. This encompasses, but is not limited to, contracts, disclosures, authorizations, and any other documents requiring your signature.

34.3 Security and Identity Representation:

Your electronic signature is a unique representation of your identity. You are solely responsible for maintaining the confidentiality and security of your login credentials and electronic signature method. Any actions taken with your electronic signature are legally attributable to you.

34.4 Record Retention:

The Bank will maintain accurate and accessible electronic records of all documents executed electronically, as mandated by applicable law. You are entitled to request copies of these records at any time.

34.5 Right to Withdraw Consent:

You retain the right to withdraw your consent for the use of electronic signatures at any time. Upon such withdrawal, the Bank will transition to the paper-based signatures for subsequent transactions. To withdraw your consent, please notify the Bank (in writing).

34.6 Indemnity:

You will fully indemnify the Bank against any and all claims, demands, actions and proceedings which may be made against us, and all damages, liabilities, losses and expenses (including legal fees on a full indemnity basis) which we may incur or suffer, directly or indirectly, in alignment with the General Terms and Conditions.

35. CUSTOMER COMPLAINTS

The Bank has various methods for customers to voice their concerns and dissatisfaction. These channels include:

- a) In person
- b) Telephone
- c) Written letter/Email
- d) CB Website, CBContact@combankltd.com, CBCyberfraud@combankltd.com, Customercare@combankltd.com, CB Facebook, Instagram or LinkedIn.
- e) Third party (intermediary, legal representative, or regulatory body).

Locations

New Providence

Head Office 502-6200
William B. Sands, Jr. Plaza
Mackey Street
P.O. Box SS-5541

Branches

William B. Sands, Jr. Plaza
Mackey Street** 502-6100
Bay & Christie Street 322-1154
Oakes Field** 322-3474
Town Centre Mall 322-4107
Cable Beach*/** 327-8441
Wulff Road*/** 394-6469
Golden Gates*/** 461-1300
Prince Charles Drive*/** 364-9900
Mortgage Centre 397-6940

Grand Bahama

The Mall Drive*/** 352-8307
Lucaya 373-9670

Abaco

Marsh Harbour** 367-2370

Eleuthera

Spanish Wells 333-4800

* Drive through ATM Locations

** Saturday Banking Locations

Card Services Centre

Nassau 502-6150
Freeport 352-4428
Abaco 367-2370

Call Centre

502-6206

Off-Site ATM Locations

New Providence

- Super Value: Cable Beach, Winton, Golden Gates, Mackey Street Prince Charles Shopping Centre
- Quality Market South Beach
- Kelly's, Mall at Marathon
- Rubis, Gladstone Road
- Coral Towers, Atlantis Resort
- The Cove, Atlantis Resort
- Baha Mar

Grand Bahama

- Cost Right
- Grand Bahama International Airport

Abaco

- Leonard M. Thompson International Airport
- Maxwell's Supermarket

Andros

- North Andros Super Center, Queen's Highway

Services

Saturday Banking

Auto Financing

Personal Financing

Mortgage Financing

Real Estate Financing

Small Business Lending

Commercial Lending

Overdraft Facilities

Online Banking

Mastercard Credit Card

Mastercard Prepaid Card

Mastercard Gift Card

Visa Debit Card

Savings Accounts

Christmas Club Savings

Student Savings Accounts

Kidz Club Savings Accounts

Mobile Banking

Automated Banking Machines

Foreign Exchange Services

Personal Chequing Accounts

Business Chequing Accounts

Safe Deposit Boxes

Wire Transfers

Certificates Of Deposit

Loans By Phone

Merchant Acquiring

