

**ACCOUNT OPENING FORM-INDIVIDUAL**

This form should be completed in CAPITAL LETTERS using BLACK INK. Characters and marks should be similar in style to the following ABC

Type of Account ( Please indicate the type of account you want to open by ticking in the box below

Instant Savings Account Tier 2

Account No. (for official use only)

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Affix  
Passport  
Photograph  
Here

Branch

Biometric ID No:

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**1. PERSONAL INFORMATION**

Title  Surname

First Name

Middle Name

Marital Status (Please tick) Single  Married  Other (please specify)  Gender F  M  Date of Birth

Mother's Maiden Name

Nationality (for non US)  Resident permit No

State of Origin  City

Tax Identification Number (TIN)  Religion (Optional)

Do you have dual citizenship Yes  No  If yes, please specify

If US Citizen, please provide:  
Social Security Number:

Employee Identification Number:

**2. CONTACT DETAILS**

Residential Address

Street Number  Nearest Bus Stop/Landmarks

Street Name  City/Town

State  Local Govt. Area

Mailing address

Phone Number (1)  Phone Number (2)

E-mail address

**3. MEANS OF IDENTIFICATION** (Please tick the ID you will use in operating this account)

National ID Card  National Driver's License  International Passport  \* Others (Please specify)

ID No.  ID Issue Date        ID Expiry Date

**4. ACCOUNT SERVICE(S) REQUIRED** (Please tick option below)

Card Preferences: Debit Card  Credit Card  Mastercard  Visacard  VerveCard  Others (specify)

Electronic Banking Preferences: Internet Banking(Plethora International Online)  Mobile Banking  ATM/POS

Other Electronic Channel (Fees may apply) specify

Transaction Alert Preferences: E-mail Alert (free)  SMS Alert (Fee applies)



## TERMS AND CONDITIONS

### INDIVIDUAL ACCOUNT OPENING FORM

To Newton Bank Limited Plc

#### I/WE (the Customer) HEREBY REQUEST AND AUTHORISE YOU TO

1. Open an account in my/our name and at any time subsequently open further accounts as I/We may direct.
2. Honour all orders which may be drawn on the said account provided such orders are signed by me/us and to debit such order to the said account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit without prejudice to your right to refuse to allow any overdraft or increase of overdraft and in consideration, I/We agree
  - a) To assume full responsibility for the genuineness, correctness and validity of endorsements appearing on all cheques, orders, bills, notes, negotiable instruments, receipts and/or other documents deposited in my/our account.
  - b) To be responsible for the repayment of any overdraft with interest and to comply and be bound by the Bank's rules for the conduct of a Savings Account receipt of which I/We hereby acknowledge.
  - c) To free the Bank from any responsibility for any loss or damage to funds deposited with the Bank due to any future government order, law, levy, tax, embargo and/or all other causes beyond the Bank's control.
  - d) That all funds standing to my/our credit are payable on demand only in such local currency as may be in circulation.
  - e) To be bound by any notification of change in conditions governing the account directed to my/our last known address and any notice or letter sent to my/our last known address shall be considered as duly delivered and received by me/us at the time it will be delivered in the ordinary course of post.
  - f) And I/We note that the Bank will accept no liability whatsoever for funds handed to members of staff outside the Bank's premises.
  - g) That any disagreements with entries on my/our Bank Statements will be made by me/us within 15 days of the dispatch of the Bank Statement. Failing receipt by the Bank of a notice of disagreement of entries within 15 days from the date of dispatch of my/our Bank Statement as rendered is correct.
  - h) The Customer hereby agrees that the Customer shall, at his/its own expense, indemnify, defend and hold harmless Newton Bank Limited from and against any and all liability any other loss that may occur, arising from or relating to the operation or use of the Account or the Services or breach, non-performance or inadequate performance by the Customer of any of these Terms or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
  - i) Under no circumstances shall PLETHORA INTERNATIONAL Bank be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages in connection with the Account or the Services.
  - j) PLETHORA INTERNATIONAL Bank shall not be liable for any failure to perform any obligation contained in these Terms or for any loss or damage whatsoever suffered or incurred by the Customer howsoever caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.
  - k) The Customer shall keep PLETHORA INTERNATIONAL Bank indemnified at all times against, and save Newton Bank Limited harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgement) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Newton Bank Limited in resolving any dispute relating to the Customer's Account with Newton Bank Limited or in enforcing White Stone Bank's rights under or in connection with these Terms and conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with PLETHORA INTERNATIONAL Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
  - l) If any sum due and payable by the Customer is not paid on the due date, including without limitation any moneys claimed under this Paragraph, the Customer shall be liable to pay interest (both after as well as before any judgement) on such unpaid sum at such rate or rates as Newton Bank Limited may from time to time stipulate from the date payment is due up to the date of payment.
  - m) The Customer shall solely be responsible for ensuring full compliance with all the applicable laws and regulations in any relevant jurisdiction in connection with establishment of his/her Account with PLETHORA INTERNATIONAL Bank and shall indemnify and keep indemnified Newton Bank Limited from all actions, proceedings claims, losses, damages, costs and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by Newton Bank Limited in connection with any failure to comply with any such applicable laws/regulations.
  - n) The indemnities as aforesaid shall continue notwithstanding the termination of the Account.
  - o) That any sum standing to the debit of the current account shall bear interest charges at the rate fixed by the Bank from time to time. The Bank is authorized to debit from the account the usual banking charges, interest, commissions and any service charge set by the Management from time to time.
  - p) I/We also agree that in addition to any general lien or similar right to which you as bankers may be entitled by law you may at any time without notice to me/us combine or consolidate all or any of my/our accounts without any liabilities to you and set off or transfer any sum or sums standing to the credit of anyone or more of such accounts or any other credits, be it cash, cheques, valuables, deposits, securities, negotiable instruments or other assets belonging to me/us with you in or towards satisfaction of any of my/our liabilities to you or any other account or in any other respect whether such liabilities be actual or contingents, primary or collateral and joint or several.
  - q) I/We shall be solely responsible for the safe-keeping and the confidentiality of the statements of account, balance confirmation certificate, cheque books, Debit card and its PIN, user id and passwords relating to internet banking and such other items relevant or pertaining to the Account.

### INSTANT SAVINGS ACCOUNT FEATURES

TIER 2:

#### Account Features:

- Zero minimum account opening balance
- Account details can be uploaded via our contact centre, branch or website
- Issuance of Verve cards (only)
- Maximum single deposit-\$50,000
- Maximum Cumulative Balance-\$400,000
- Transactions are limited
- Mobile Payments single transactions limit-\$10,000
- Mobile Payments daily transactions limit-\$100,000

### ATM CARD TERMS AND CONDITIONS

#### 1. DEFINITIONS

In this Agreement:

"Account" means any account held by a Cardholder in the Bank from which the Cardholder can carry on transaction with the Card.

"Account holder" means a customer of the bank who has an account with the Bank.

"Card or Barclay card" means the debit card, including any renewal, replacement or Additional card(s) issued by the Bank to the Cardholder. "Cardholder" means the person to whom the Bank issues one or more of the Card.

"Hotlist" means the list containing information on missing, lost, stolen, invalid cancelled cards.

"Participating bank" means any bank other than the Bank participating in the Interswitch or Visa Payment System.

"PIN" means the Personal Identification Number imputed into the Card and personally known to the Cardholder for use with a card.

"Point of Sale Machine or POS" means the machine used by retailers and suppliers of goods and services exclusively for transferring and updating units of electronic value.

"The Scheme" means Interswitch/Visa Payment Scheme.

#### 2. ISSUE OF CARDS

2.1. The Card is a debit card available only to Account holders of the Bank.

2.2. The Card shall only be used by the Cardholder and in accordance with the terms and conditions herein stated.

2.3. Withdrawal of funds with the Card from any ATM is only allowable against the credit balance on the relevant account of the Cardholder.

2.4. The Card may be used at all ATMs of the Bank wherever situated, and the ATMs of other participating banks in the interswitch and/or visa network.

#### 3. USE OF THE CARD AND PIN

3.1. The Cardholder shall exercise all possible care to ensure the safety of the Card in his/her possession at all times.

3.2. The Cardholder shall be responsible for the formulation and imputation of his/her PIN which shall at all times be known only and used solely by the Cardholder.

## TERMS AND CONDITIONS

- 3.4. Use of the Card shall not be allowed after the validity period stated on the Card, after same has been placed on the hotlist, or after any notification to the Cardholder by the Bank or any of its officers or agents of the cancellation or withdrawal of the Card.
- 3.5. It shall be the responsibility of the Cardholder to notify the Bank immediately in respect of any change in his/her name, business or residential address or telephone number(s).
- 3.6. The Bank shall not be liable of any machine malfunction, strike or dispute or any other circumstances affecting the use of the Card which is outside the direct control of the Bank.
- 3.7. The Cardholder shall be exclusively responsible for any losses arising from use of the Card by any unauthorized person up to seven days after the Bank receives written notification in accordance with clause 8.2 below.
- 3.8. The Cardholder shall be exclusively responsible for any losses to the Bank arising from the want of exercise of care in keeping the Card or the secrecy of the PIN or the use of the Card by any person whatsoever other than the Cardholder.
- 3.9. The Cardholders shall assist the Bank and/or its officers or agents in the investigation of any loss, theft or possible misuse of the Card and in the recovery of any such Card.
- 4. TRANSACTION LIMIT**  
withdrawal per transaction from any ATM at any single transaction is limited to 20,000.00 (twenty thousand USD only) and each Cardholder is permitted to a maximum of 3 (three) withdrawals per day, subject to a maximum amount of 40,000.00
- 5. FEES**  
all fees and charges applicable for the issuance and use of the Card shall be as may be determined from time to time by the Bank
- 6. REPRESENTATION AND WARRANTIES OF THE BANK**  
The bank represents and warrants as follows:  
6.1. The Bank is a member of the Interswitch Payment Systems.  
6.2. The Card may be used in all ATMs bearing the Interswitch Payment logos irrespective of the Bank of ownership. Provided that;  
6.2.1.1. The Card is valid and authenticated in accordance with agreed security measures.  
6.2.1.2. That Cardholder pays any fees including cash withdrawal fees charged by the Bank or the participating bank.  
6.2.1.3. The Card is not on the hotlist and  
6.2.1.4. The transaction meets the conditions set by the participating bank.
- 7. COVENANTS OF THE CARDHOLDER**  
The Cardholder hereby covenants and undertakes that the Cardholder shall comply with the terms of this Agreement and all other rules and regulations relating to the issuance and use of the Card.
- 8. LOST AND STOLEN CARDS**  
8.1. If a Card is lost, missing or stolen or if the PIN becomes known to any other person or if a card or PIN for any other reason is likely to be misused, the Cardholder must, as soon as possible notify the Bank Loss Centre at Victoria Island branch or the nearest branch of the Bank.  
8.2. Where such notification is made orally, it shall not take effect until the Bank receives effective notification in writing and the Cardholder shall be liable in respect of any use of the Card within seven days after the receipt of such written notification.  
8.3. Upon receipt of such Notice as contemplated above, the Bank shall at the cost of the Cardholder issue a replacement card to the Cardholder.  
8.4. It shall be the responsibility of the Cardholder to change the PIN as soon as a replacement Card is issued.  
8.5. Any card that is reported as lost, stolen or missing which is found or recovered thereafter must be returned to the Bank immediately upon being found or recovered.
- 9. BANKRUPTCY, INSOLVENCY AND RECEIVERSHIP**  
in the event of the dissolution, death, bankruptcy or liquidation of the Cardholder, the Bank may at its absolute discretion terminate this agreement and disable the Card, or in the absence of any court order to the contrary, for a fee and within two weeks of notification of any of the events aforesaid, issue a new card in favour of the receiver, receiver/manager, liquidator, trustee-in-bankruptcy, executor or administrator of the Cardholder.
- 10. DISCLOSURE OF INFORMATION**  
i. Newton Bank Limited may hold and process by computer or any other means, information obtained about the Cardholder in consequence of this agreement.  
ii. Newton Bank Limited may disclose information on the Cardholder to:  
a) Any person (including the police) for purpose of investigation of a fraud related matter.  
b) Any relevant party involved in processing Barclay card transactions.  
c) Any person who may assume White Stone Bank's right under this agreement.  
d) Any party, if permitted or compelled to do so by the provision of any enactment, order of a court of law or any regulatory institution.
- 11. TERMINATION OF THIS AGREEMENT**  
either party may terminate this agreement with seven days written notice to the other party. PROVIDED HOWEVER, THAT the Bank may terminate his agreement with or without notice if the circumstance so warrant.
- 12. GENERAL PROVISIONS**  
12.1. The Bank reserves the right at all times to supplement amend or vary this agreement as a result of a requirement of law or product development or such other reason communicated to the Cardholder at the time of notification of the change. Any such change will be effective upon notice to the Cardholder and notice shall be by any means the Bank thinks fit. On receipt of such notification, the Cardholder may at its discretion terminate this agreement in accordance with the conditions of this agreement.  
12.2. On termination, bankruptcy, dissolution, insolvency, liquidation or death, the Cardholder's obligations will continue until all cards issued in respect of the account are returned and all outstanding indebtedness owe to the Bank by the Cardholder is fully repaid.  
12.3. The waiver by the Bank of any breach of any term of this agreement will not prevent the subsequent enforcement of that term and will not be deemed a waiver of any subsequent breach.

I HEREBY CONFIRM THAT I HAVE READ THE ABOVE TERMS AND CONDITIONS AND AFFIRM THAT I TRULY UNDERSTAND AND ACCEPT SAME AS BINDING ON ME IN RELATION TO THE ISSUANCE AND LEASE FACILITY.

Authorized Signatory & Date

Authorized Signatory & Date

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