



**Application Details**

First Name:

Middle Name:

Last Name:

Email Address: 1)

\* 2)

Mobile Number: 1)   \* 2)

Mobile Network: 1)  \* 2)

Branch: Basseterre  Nevis  Sandy Point  Saddlers  Pelican Mall

*\* - Optional*

I/we authorise SKNA National Bank to provide me/us with Mobile Banking access. I/we understand and agree to the conditions outlined in the "MoBanking Services Agreement".

.....  
Signature

.....  
Date (DD/MM/YYYY)

**Bank Use Only**

Staff  Non-Staff  Horizon 55

CIF Number: \_\_\_\_\_ Access Levels: Enquiries Only  Full

**Built By:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_  
dd / mm/ yyyy

**Checked By:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_  
dd / mm/ yyyy

## St. Kitts-Nevis-Anguilla National Bank Limited Mobile Banking Services Agreement

This agreement is between the St. Kitts-Nevis-Anguilla National Bank Limited (hereinafter known as “the Bank”) and \_\_\_\_\_ (hereinafter known as “the User”  
(the individual or the company as applicable)

The following Terms and Conditions apply to our Mobile Banking services (defined below).

The general terms and conditions contained in this Agreement are in addition to those that apply to any account that the User may have at the Bank.

By signing in the space provided below and using Mobile Banking, the User accepts this Agreement and agrees to all the terms, conditions and notices contained in this Agreement, and any related documents provided by the Bank for this purpose that will be made available by the Bank and accept liability for consequences of unauthorized use, misuse or incorrect use of Mobile Banking, and further agrees that the Bank may update or supplement the information that the bank holds about the User on the Bank’s customer systems with the information contained in the application form for further use within the Bank.

The Bank may amend these terms, and modify or cancel the mobile services and features we offer either completely or in part, from time to time without notice, except as may be required by Law.

### 1. Definition of Terms.

In this Agreement for Mobile Banking services, the following words have the meanings given below unless otherwise stated:

‘**SKNANB**’ means the St. Kitts-Nevis-Anguilla National Bank Limited;

‘**User**’ and ‘**Customer**’ mean the person, company or other business entities that we permit to use the Mobile Banking Services subject to the terms of this Agreement;

‘**Qualifying Account(s)**’ means any eligible SKNANB account which the Bank may allow access to mobile banking services;

‘**Available Balance**’ means the balance available at the time a request is made, which is the total balance less any amounts that are held, pledged, or otherwise subject to restraint . All outstanding transactions or holds on the User Account may not be included as of the time of a request. Available Balance may not be the same as Ledger Balance.

‘**Balance**’ means the Available Balance.

‘**Device**’ means a supportable device including a cellular phone or other mobile device that is web-enabled and/or capable of sending and receiving email and text messages.

‘**Mobile Banking**’ means the banking services provided under this Agreement accessible from a supportable Device.

‘**Business Day**’ means Monday through Friday, excluding holidays in the Federation of Saint Christopher (St. Kitts) and Nevis on which banks are closed to the public.

‘**Client Services**’ means all the services the Bank offers to its customers.

**‘Confidential Information’** means any information that SKNANB obtains regarding the Customer and/or Customers business operation (s) in connection with providing Mobile Banking Service to the Customer other than information which by law can be disclosed as well as such information as defined in the relevant laws of the Federation of St. Kitts and Nevis.

**‘Customer Account Mandate’** means the written instructions given to the Bank in relation to the operation of the Customer Account at the time when the Account was first opened. This includes but is not limited to the authorized signatories on the account for payment instructions.

**‘Electronic Communications’** any disclosure, agreement or other communication received from SKNANB relating to Mobile Banking Service electronically via electronic Device. Electronic Communications includes Electronic Fund Transfer disclosures, any other disclosures required by law or regulation, this Agreement, and any other communication that are provided to the Customer at any time while the Mobile Banking service is in effect.

## **2. General**

- (i) This agreement applies and will apply to each transaction. Any other agreements the User has with the Bank (now or in the future) about an Account also apply to each Transaction except where the provisions of the other agreements conflict with this Agreement, in which case the provisions of this Agreement will prevail. If any provision of this agreement is held to be invalid or ineffective, the validity of the remaining provisions of the Agreement will supersede and prevail.
- (ii) The User must inform SKNANB immediately of any changes in address, email, telephone number and/or changes concerning the Customer or any other information that can be considered to be of importance or significance for the proper execution of the Agreement and the use of the Mobile Banking Services.
- (iii) SKNANB will establish and determine at all times the conditions and/or terms and/or limits under which the Customer can obtain access to the Mobile Banking Service and will inform the Customer by periodic notices on its website and by Electronic Communication of any amendment of such conditions and/or terms and/or limits.
- (iv) Security Services may be provided to the Customer on behalf of SKNANB by third parties, such Security Services Providers to include any of the Bank’s Affiliates, agents and subcontractors.

## **3. Amendments of the Terms and Conditions and Use of Mobile Banking Service**

- (i) SKNANB may amend, change and supplement the Conditions and/or suspend or discontinue any aspects of SKNANB Mobile Banking Service, either completely or in part at any time, in order to take into consideration a material development in SKNANB business and its operational banking systems, the introduction of new products and/or services or reflect a change in the law, in case of any specific legal requirement and/or in the applicable banking rules and regulations to which SKNANB is subject. In any event, SKNANB where it is reasonably practicable will endeavor to provide the Customer with at least 30 business days prior notice of any change that could potentially affect the Customer.
- (ii) The changes set forth in Clause 3(i) above shall be binding on the Customer 30 days after the Customer has been informed thereof. If the Customer does not agree to such changes or additions, Customer shall inform the Bank accordingly in writing within the above-mentioned 30 business days, failing which the Agreement would be terminated in accordance with Clause 9 herein.
- (iii) Notwithstanding the foregoing, any amendments resulting from a change in the laws of the Federation or in respect to specific legal and regulatory requirements and/or amendments in the above-mentioned applicable banking rules and regulations may take effect immediately.

## **4. Electronic Communications Consent and Customer Instructions**

- (i) Every Instruction has the same status and legal value as a written instruction signed by the Customer. Accordingly, the Customer agrees not to challenge the legal effect, validity or enforceability of an Instruction authenticated by use of your password or other security information.

- (ii) The Customer is bound by his/its Instruction(s) as received by the Bank. An Instruction can not be cancelled or revoked.
- (iii) After an Instruction has been given, it must first be approved by SKNANB in accordance with its applicable approval and authorization procedures before it can be processed.
- (iv) All instructions received by SKNANB will be approved and authorized subject to the Customer Account Mandate. Where Instructions given using Mobile Services would contradict or be in conflict with the Customer Account Mandate, the Account Mandate shall prevail.
- (v) By accepting this Agreement and using Mobile Banking, the Customer agrees to receive from SKNANB any disclosures, agreements or other communications (collectively Electronic Communications) relating to the Mobile Banking service electronically via handheld electronic Device.
- (vi) Any Electronic Communication that is received on the Customer's Device or accessed on the Bank's website must be printed, signed and returned to the Bank as required and specified from time to time
- (vii) The Customer has a right to withdraw its consent to receive Electronic Communications; however SKNANB may terminate the Mobile Banking Service in those circumstances. To receive an Electronic Communication from SKNANB, the Customer's device must be web-enabled and/or capable of receiving text messages.

## **5. The Customer's Mobile Banking Responsibilities and Obligations**

- (i) The Customer shall use the password and other security information exclusively in accordance with this Agreement and the Bank's instructions and directions notified from time to time
- (ii) The Customer shall represent and warrant that on every occasion the Customer has all necessary powers, authority and approvals to do so and perform in accordance with the Customer's obligations under this Agreement
- (iii) The Customer shall exercise sufficient care in using and handling the password and other security information provided, and shall be responsible for the use thereof under this Agreement.
- (iv) The Customer is required to inform the relevant entity at the Bank immediately in a manner indicated by the Bank in the event:
  - a. The Mobile Device and the associated number is lost, cancelled or changed
  - b. The Customer is aware, knows or suspects its passwords and/or other security information is known to unauthorized parties
  - c. The Customer has discovered, becomes aware, knows or suspects irregularities in the use of its account associated with Mobile Banking Service
  - d. The Customer knows, becomes aware or suspects that a third party may have unauthorized access to the Mobile Banking.

The Customer shall confirm the above mentioned information immediately in writing to the relevant entity at the Bank in the manner indicated by the Bank.

The Customer shall monitor its Account and important information through the various Banking Services, periodic statements for the Account if applicable, and important notices about the Account delivered electronically, or by mail, in addition to any services or information that the Customer may receive through Mobile Banking. Further, the Customer shall keep informed of any changes to Mobile Banking by regularly visiting the SKNANB website and Electronic Communications.

- (v) The Customer shall take every precaution to ensure the safety, security and integrity of its Accounts and transactions when using Mobile Banking, this includes but is not limited to ensuring that the Device is not left unattended while logged into Mobile Banking, ensuring the Device is logged off immediately at the completion of each access by the Customer, not using any personally identifiable information when creating shortcuts or as security access information for the Customer Account(s) associated with Mobile Banking
- (vi) The Customer shall not provide its password and/or any other access information to any other person.

- (vii) The Customer shall comply with all applicable laws, rules and regulations in connection with Mobile Banking. SKNANB makes no representation that any content or use of Mobile Banking is available for use in locations outside of the Federation.
- (viii) The Customer is not allowed to do anything which would result in any infringement or unauthorized use of any intellectual property rights of SKNANB.
- (ix) The Customer shall ensure that there is a protected connection with the Bank before transmitting any Instruction or accessing any Electronic Communication as described in this Agreement.
- (x) The Customer shall be liable for the consequences of any unauthorized use, misuse or incorrect use of the passwords and other events specified in 5(v) above which occurred prior to the time that the Customer notified the Bank in the manner specified by the Bank. The Customer is not liable for Instructions received by the Bank following such notification.
- (xi) The Customer shall comply with all security procedures and all other requirements provided by the Bank by regular mail, electronic communication, by hand including but not limited to those procedures as set out in this Agreement..
- (xii) The Customer must take all reasonable precautions to prevent fraudulent and/or unauthorized use of or access to the Customer's security access information/details.

## **6. Limited Liability**

- (i) With the exception of willful default SKNANB is not liable for any damage which directly or indirectly derives or arises from
  - a. SKNANB services not being wholly or partially available
  - b. Change, suspension and/or termination of SKNANB Mobile Banking Services
  - c. The non-execution or untimely execution of an Instruction
  - d. Un-authorized taking cognizance or changing of an Instruction
  - e. The non-functioning or inadequate functioning or malfunctioning of mobile banking service, passwords, or other enabling or accessing feature or information.

Notwithstanding the above, SKNANB can only be held liable for direct damage and is therefore not liable for any indirect damage consequential damage and/or loss or profit arising in anyway whatsoever.

- (ii) The non-functioning, inadequate functioning or mal-functioning of the communication method(s), or any other malfunctioning of the Mobile Banking Service does not indicate that Instructions have not been executed. In such event, the Customer shall have to obtain information from SKNANB with respect to the status of Instructions given (or pending) by contacting the relevant entity at the Bank during working hours.
- (iii) SKNANB may from time to time limit the number or types of qualifying accounts for Mobile Banking. Mobile Banking may not be supportable for all device models or for all carriers at all times. SKNANB does not guarantee the availability of underlying data services provided by your mobile carrier, this includes carrier outages or 'out of range' issues for which SKNANB is not liable. ( Specific information concerning methods and accounts services currently offered may be available on SKNANB website or via electronic communications)
- (iv) The Customer must indemnify SKNANB, its subsidiaries, affiliates, officers, directors, employees, consultants, Mobile Service providers, licensors and keep them harmless from and against any and all losses, and all acts of and omissions by the Customer under this Agreement including, but not limited to any breach of this Agreement, any violations by the Customer of SKNANB rights, the Customer's violation of applicable law, any failure to maintain the safety of our security details and any and all third party claims, liability, damages and/or costs ( including but not limited to reasonable attorney's fees) arising out of or relating to (a) the Customer's use or third party's use or failure to use the Mobile Banking(b) a third party claim, dispute, action or allegation of infringement, misuse, or misappropriation based on information, data, files or otherwise in connection with the service (c) the Customer's violation of any law or rights of a third party.
- (v) SKNANB does not make any warranties or representations that the Customer will have continuous or uninterrupted access to Mobile Banking or its content or functions or that such functions will be error-free or any advertisements, or websites in connection with that service, including, without limitation,

express or implied warranties of merchantability, fitness for particular purpose or non-infringement of third-party rights and title, or any implied warranties arising from course of dealing or course of performance.

- (vi) In no event will SKNANB or any of its officers, directors, shareholders, subsidiaries, affiliates, agents, licensors or third party service providers be liable for any consequential ( including without limitation loss of data, files, profit or goodwill, or the costs of procurement of substitute of goods or mobile banking), indirect, incidental, special or punitive damages arising out of or in connection with the Customer's use of Mobile Banking.

## **7. Administrative Changes by Customer**

- (i) SKNANB will act on authorised instructions of the Customer concerning the administration of the Mobile Banking Services including, activation, the resetting of passwords, the de-activation and termination of the service.
- (ii) Mobile Banking is offered as a convenience and supplemental service to Banking with SKNANB. It is not intended to replace access to Online Banking from your personal computer or other methods available to the Customer for managing Customer accounts..
- (iii) For the purpose of Clause 7(i), a request/instruction received by email, fax or other electronic communication is not valid. Original written instructions must be sent to the Bank and duly signed by all signatories to the account in the manner that the Bank prescribes.

## **8. Termination of the Agreement**

The bank may restrict or terminate any use of any of the Services named herein or terminate this Agreement at any time without notice. The user may terminate this Agreement at any time by giving at least 30 days written notice to any of the Branches at which that User may have an Account. If this Agreement is terminated, the User is not relieved of the User's obligations until the obligations have been completely satisfied.

## **9. Fees**

- (i) The user agrees (where applicable) to pay all service prices that apply to the Services named herein. The Bank agrees to give the User written notice of those service prices (if any). The bank may change the said service prices from time to time. The User acknowledges that the service prices are in addition to any other service prices that may apply..
- (ii) All costs of the communication methods, telephone and data communication costs shall be borne by the Customer. In addition, the Customer is responsible for web access and/or data or text message charges that may be billed by its Mobile Carrier.

## **10. Disclosure of Account Information**

SKNANB may disclose to third parties, information about the Customer's Account or the transactions:

- a. in order to comply with reporting and other regulatory and legal requirements; and
- b. if the Customer gives its permission.

## **11. Assignment**

The Customer may not transfer or assign its rights benefit and/or obligations under this Agreement. However, SKNANB is entitled to without the Customer's written consent, to assign any of its rights and transfer any of its obligations to any of its affiliates.

**12. Entire Agreement**

This Agreement as it may be amended from time to time, together with any other disclosures or documents provided to the Customer about its Mobile Banking Service and Account by SKNANB contains the entire agreement between the Customer and the Bank and supersedes any other or oral communications and previous agreements if any with regard to Mobile Banking.

**13 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Federation of Saint Christopher (St. Kitts) and Nevis.

**Authorized Personnel:** \_\_\_\_\_  
Printed Name Signature

**Authorized Personnel:** \_\_\_\_\_  
Printed Name Signature

**Authorized Personnel:** \_\_\_\_\_  
Printed Name Signature

**FOR ON BEHALF OF:** \_\_\_\_\_  
Company Name

**DATE:** \_\_\_/\_\_\_/\_\_\_\_\_  
(dd/mm/yyyy)