

Bill Payment Company Registration Agreement

This Agreement made this ____ day of ____, 20____, between FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Finance Corporation (Cayman) Limited or FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) Limited or FirstCaribbean International Finance Corporation (Leeward & Windward) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited and such other subsidiaries or affiliates of FirstCaribbean International Bank Limited as may from time to time hereafter come into existence and any successors or assignees of these companies, (“The Bank”) and ____ (“Bill Payment Company”), with its registered address situate at _____

Bill Payment Company’s Account No. _____ (“Biller Account”).

The Bill Payment Company hereby requests and acknowledges as follows that:

1. The Bill Payment Company will be permitted by the Bank to participate in the Bank’s Internet and Telephone Banking Bill Payment Service.
2. The Bank will include the Bill Payment Company on the www.cibcfcb.com website as well as inclusion on the list of available Billers for registration online; and on FirstCaribbean Telephone Banking service; and to transmit information to the Bill Payment Company under the terms and conditions set forth below in this Agreement.
3. The Bank will receive electronic bill payment enrolments directly from its customers through its customer’s use of the Bank’s Internet and Telephone Banking Bill Payment Service.
4. The Bank will accept transfers from payors who are also the Bank’s customers via the Bank’s Internet Banking facility for credit to the Bill Payment Company’s Biller Account named in this Agreement, on the same business day if made before 4 p.m. local time of the payment currency, or on the next business day, force majeure excepted.
5. The Bank will debit the Biller Account a monthly fee and charges as set forth in the Bank’s schedule of Fees and Charges for this service, or the amount of ____ as agreed to, for each transfer made pursuant to this Agreement.
6. Deposits to the Biller Account may be accepted only if the payor provides a reference during registration or bill payment, that relates to the Bill Payment Company (for example the payor’s account number with the Bill Payment Company, or other referable information that will allow the Bank and/or Bill Payment Company to identify the payor)
7. The Bank is in no way responsible for the accuracy of the payor’s reference number or any other information entered by the payor, and any irregularities or disputes should be settled between the Bill Payment Company and the payor. The Bank may assist through its Customer Service channels to investigate any irregularities or disputes. The Bank reserves the right to refuse to process any transfer which it in its sole discretion deems to be a breach of any Court order, law, regulation or guideline.
8. The Bill Payment Company will indemnify and keep the Bank indemnified, and releases and forever discharges the Bank from and against all actions, claims, costs, demand, damages, expenses, losses and liabilities incurred or sustained by the Bank which may be brought against the Bank by any person(s), or that the Bank may suffer, incur or sustain as a result of a the Bank’s inaction or action wrongfully or mistakenly in accordance with any transactions under this Agreement.
9. The Bank or Bill Payment Company may terminate this Agreement at any time upon giving the other party 30 days’ notice in writing. The Bank may terminate this Agreement in its sole discretion, at any time without notice if: (a) Bill Payment Company is in breach of this Agreement; (b) Bill Payment Company is in default of any other loan arrangement they may have with The Bank; (c) If the Bill Payment Company goes into liquidation, has an administrator, liquidator or receiver appointed, if any part of its assets are dissolved; dies or becomes bankrupt or is unable to pay their debts within the meaning of The Companies Act of the Customer’s country of reference; (d) If any of the Bill Payment Company’s creditors tries by legal process to take away any of the personal property owned by the principals of the Bill Payment Company.
10. Any reference in this section to “electronic instructions” or “our instructions” refers to e-mail, telephone or fax instructions. E-mail instructions will only be accepted from our e-mail address stated on the Cash Management Application Form. We agree to use the electronic banking services selected below for the purpose of online bill payment:

Internet banking E-mail Telephone Fax

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And further agree as follows:

- Authorized Instructions. We authorize The Bank to act upon any electronic instructions from us to conduct any banking transactions in the said account.
 - Risks. We hereby understand that electronic instructions are not secure means of communication and we assume full responsibility for the risks of doing so.
 - Acting on instructions. The Bank reserves the right to refuse to act upon such electronic instructions at its sole discretion and demand written instructions in lieu thereof.
 - The Bank's liability. The Bank will not be responsible for any costs, damages, demands or expenses that we may incur due to The Bank's acting or failing to act upon our electronic instructions, except for The Bank's gross negligence or willful misconduct where The Bank's liability will be limited to the amount of the transaction. The Bank will not in any event be liable for any special, incidental, consequential or indirect damages or losses.
11. This Agreement supplements the Bill Payment Company's existing bank mandates, resolutions, Business Account Agreement and other agreements the Bill Payment Company may have with the Bank ("Existing Mandates"), and in the event of any conflict between this Agreement and any Existing Mandates, this Agreement governs to the extent of such conflict.