

## TERMS AND CONDITIONS OF USE

### WHEREAS:

- A. The Credit Union is a society registered and validly existing under the Co-operatives Society Act Chapter 81:03, and is desirous of offering an internet and mobile banking facility (hereinafter referred to as "TECH-U E-Service") that will enable the Member to electronically access his accounts and perform various financial transactions electronically, as authorised by the Credit Union.
- B. The Member wishes to utilize TECH-U E-Service that the Credit Union will make available in the future through the use of software and telecommunications devices.

In consideration of the subscription fee and charges and the terms and conditions herein contained, the Member shall be authorised to access TECH-U E-Service.

### 1. Member Support Access

Access to TECH-U E-Service will be available through the use of the Member's own personal computers, communication devices and other equipment and software. The Member acknowledges that his ability to use TECH-U E-Service depends in part upon maintenance of his equipment and software and compliance by the Member with all requirements applicable thereto, including but not limited to telecommunications and internet service providers.

### 2. Security Procedures/Codes

- (a) The Member shall comply at all times with the security procedures described herein and any subsequent security procedures provided by the Credit Union to the Member. The Member acknowledges that the purpose of such security procedures is verification of authenticity and not to

detect any error in the transmission of content of any transaction.

- (b) The Credit Union will indicate the User ID which will be that of the Member Number. Thereafter the Member shall create his Passwords (hereinafter referred to as "Codes") to be utilized by the Member to obtain access to and utilize the TECH-U E-Service
- (c) The Credit Union will consider any access to TECH-U E-Service through the use of valid Codes to be duly authorised by the Member and will comply with any instructions without seeking to verify the identity of the person issuing the instructions.
- (d) The Member shall keep the Codes confidential, and in any event accepts responsibility for any unauthorised access to and action taken through TECH-U E-Service using valid Codes, whether such access is by the Member or other person having access to the Member's records.
- (e) If the Member at any time has reason to believe or suspects that the Codes have been disclosed to or accessed by any unauthorised person or used in a manner not authorised by the Member, the Member shall notify the Credit Union as soon as practicable and take all reasonable steps to immediately change the Codes. The Member agrees that the occurrence of unauthorised access shall not invalidate any transaction executed in good faith by the Credit Union prior to the receipt of such notification.

### 3. Subscription Fee and Monthly Charges

- (a) The Member agrees that the Credit Union may charge a monthly fee and all other charges for TECH-U E-Service as agreed and revised from time to time. The Member agrees that same will be debited directly from an account which the Member maintains with the Credit Union.

The Member also agrees that if at any time there are insufficient funds in the account to facilitate the deduction of the fees and charges, the Credit Union may deduct the fee from any other account maintained by the Member with the Credit Union.

- (b) Fees and services are subject to change and such changes will be communicated to the Member. If the Member does not terminate this Agreement within thirty (30) days of the date of such notice, then the charges set forth in said notice shall be deemed to be accepted by the Member.

#### 4. **Limitation of Liability** \_\_\_\_\_

- (a) The Credit Union does not make any warranties concerning TECH-U E-Service, including but without limitation, any warranty on merchantability or fitness for a particular purpose.

- (b) The Credit Union shall not be liable to the Member for any direct, indirect, consequential or incidental damages or loss (including loss of profit) arising out of the Member's access to TECH-U E-Service whether or not the likelihood of such damage was known or contemplated by the Credit Union including but not limited to:

- (i) the Member's attempt to draw on, transfer or direct a payment from uncollected funds or interest, if any, not yet credited to the Member's account or the Member does not otherwise have adequate money in his account to complete the transaction, or

where the account specified has been closed or has become dormant,

- (ii) where the Member has not properly followed instructions on how to make a transfer or

perform any other transaction or service,

- (iii) where the Member has failed to provide current instructions for a transfer of funds or any other transaction or service,
- (iv) where withdrawals or other transactions from any of the Member's specified accounts have been prohibited by court order such as a garnishee or injunction,
- (v) where the Credit Union reasonably believes that the transaction may be contrary to the laws of Trinidad and Tobago,
- (vi) where the Member inputs inaccurate or incorrect information in accessing TECH-U E-Service which results in disclosure of his information to a third party,
- (vii) where the Member has failed to notify the Credit Union of a lost handset or other device, change in mobile number or a change in service providers which may result in a third party receiving the Member's alert/information,
- (viii) the Credit Union's failure to process any transaction through TECH-U E-Service due to lack of software and support for TECH-U E-Service, equipment failure, malfunction or any cause beyond the reasonable control of the Credit Union

#### 5. **Separate Agreement** \_\_\_\_\_

The accounts which the Member has access to using TECH-U E-Service are governed by separate agreements with the Credit Union. This Agreement does not supersede any signature card rules, regulation or other agreements which the Member may have with the Credit Union with respect to those accounts. All accounts shall continue to

be governed by existing agreements, rules and regulations as the Credit Union may amend from time to time.

## 6. **Suspension/Termination**

- (a) The Credit Union shall have the right to suspend and/or terminate this Agreement immediately without notice to the Member upon the breach by the Member of any provision herein.
- (b) The Member shall have the right to cancel his use of TECH-U E-Service by notifying the Credit Union in accordance herein, provided that all pending transactions have been completed and due charges have been settled.
- (c) Termination for whatever reason shall not affect the Member's liability for fees and charges which accrued prior to termination and shall not affect or terminate the agreements governing the other accounts of the Member with the Credit Union.

## 7. **Indemnity**

The Member shall indemnify the Credit Union, its servants and agents against all losses, claims, liability for damage to the person or property, actions, judgments and costs arising out of the Member's access to TECH-U E-Service and/or the Member's failure to enforce reasonable security procedures for the protection of his Codes or arising out of the fault, misconduct and/or negligence of the Member.

## 8. **Confidentiality**

- (a) The Credit Union has designed TECH-U E-Service to minimise the possibility of fraud, error or unauthorised disclosure of confidential information about the member's accounts. The Member acknowledges that neither the Credit Union nor any person acting on behalf of the Credit Union will request that the Member disclose his

Codes and the Member shall not disclose such Codes to any unauthorised person.

- (b) The Credit Union may share the information:

- (i) collected from and about the Member as well as information about the Member's account(s) or transfer(s) made by the Member with any credit reference agencies and with any third party,
- (ii) in order to comply with government agencies or court orders or where otherwise required to do so by compulsion of law; where the Credit Union has a duty to the public to do so; or where required to protect the Credit Union's interests, including where such disclosure is required to address, rectify, ameliorate or mitigate fraud, security or technical issues.

## 9. **Governing Law**

The Agreement shall be construed in accordance with and is subject to the laws of the Republic of Trinidad and Tobago.

## 10. **Severability**

In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent such term, condition or provision shall be severed from the remaining terms conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

## 11. **Survival**

All provisions of this Agreement relating to confidentiality, indemnity, limitation of liability, fees and charges shall survive the termination of this agreement.

that are applicable are herein incorporated.

**12. Notice**

- a. Any notice provided pursuant to this Agreement shall be in writing and shall be deemed valid:
  - i. if by hand delivery, upon receipt thereof,
  - ii. if posted, three (3) days following the date of posting, postage prepaid,
  - iii. if by registered mail, upon production of the receipt.
- b. All notices shall be addressed to the parties at their respective addresses in the accompanying application form or such other address which a party may specify in writing.

**13. No Waiver**

The failure or forbearance of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder or of the right to demand strict performance thereof at any future time.

**14. Entire Agreement**

This Agreement constitutes the complete and conclusive statement of the terms and conditions between the parties with respect to the matters herein contained, which supersedes all prior proposals, undertakings, discussions and other agreements, oral and written between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument executed by both parties.

**15. Interpretation**

Reference to the masculine includes the feminine and all other provisions of the Interpretation Act, Chapter 3:01

