



**TWCU CREDIT UNION CO-OPERATIVE
SOCIETY LIMITED**
INTERACTIVE ELECTRONIC SERVICES AGREEMENT

This Service Agreement is made between TWCU Credit Union Co-operative Society Limited, of the One Part, hereinafter referred to as 'the Society' and _____ of the Other Part, hereinafter referred to as 'the Member'.

SECTION A:

- (1) The Society is engaged in the business of a Credit Union governed by the laws of Trinidad and Tobago under the Co-operative Societies Act.
- (2) The Society offers to its members Interactive Electronic Services (hereinafter called "IE Services"). These services will enable a member to electronically access his accounts and perform certain specified activities, which include, but are not limited to the Society's Online Service.
- (3) The Member will be able to perform the following on the IE Services and any other services that may be determined by the Society: -
 - (i) Current Balance Inquiry into all accounts
 - (ii) Transaction History Review on accounts for periods specified by the Member.
 - (iii) Conduct Transfer of funds from a deposit type account to any other type of account, i.e. another deposit account, a shares account or a loan account.
 - (iv) Matured and Maturing Fixed Deposits Inquiry i.e. Fixed Deposits that have matured in the last 90 days or will mature in the next 90 days.
 - (v) Loan Application Status Inquiry – provides the details of any loan applications that were approved within the last 45 days of the log-in date.
 - (vi) Change Online Service Log-in Password.
- (4) The Member wishes to subscribe to the IE Service indicated in two (2) above and in so doing, automatically agrees to accessibility to the other IE services at any time hereafter.

SECTION B

In consideration of the mutual terms and conditions set forth below, it is hereby agreed as follows:

- (1) The Society is authorized to complete all transactions (honour, execute and charge) to the Member's account(s) which are capable of being made through the IE Services that are initiated through the use of the Member's Personal Client Reference Number and Password according to the Member's subscription for these services.
- 2) The Society shall not be required to verify any transaction with the Member once it is initiated using the member's log-in credentials stated in (1) above.

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(3) The Member shall keep the Personal Client Reference Number and Password confidential and shall not use these log-in credentials in a manner in which an unauthorized person may ascertain them. Should the Member permit or collude with another person(s) to use the log-in credentials, the Member shall be liable for any loss incurred from any transaction which the other person(s) may initiate.

(4) Should at any time the Member's log-in credentials become known to an unauthorized person, the Member shall immediately notify the Society by the methods described below in clause (6) and take all the necessary steps to immediately change the password.

(5) Should the Member know or believe that unauthorized access to the IE Services has, or is likely to occur, the Member shall immediately notify the Society by either of the following methods:

- (i) telephoning the Society's Office - the Member is required to confirm this information in writing within forty-eight hours of the initial telephone call;
- (ii) sending an electronic mail to the Society's e-mail address;
- (iii) written notice to the Society's Office.

(6) The Society shall have the right in its sole discretion to limit, suspend or discontinue any or all of the IE Services for any reason whatsoever.

(7) The Member may discontinue his subscription to any of the options available through the IE Service by giving notice to the Society through any of the media set out in clause (6) above.

(8) The Member may cancel his use of the IE Services by notifying the Society through any of the media set out in clause (6) above. An IE Service will not be cancelled until all pending transactions have been cleared.

(9) (i) The Society shall be entitled to treat instructions received by telephone, SMS message, telex, electronic mail, facsimile or via hyperlink as fully authorized and binding on the Society which shall be entitled to take the necessary steps in connection and in reliance with such communications as the Society may in good faith consider appropriate.

(ii) In consideration of the Society acting in like manner, the Member undertakes to indemnify the Society against all losses, claims, proceedings, demands, damages, costs and expenses incurred or sustained by the Society of whatever nature and howsoever arising out of or in connection with instructions received by telephone, SMS message, telex, electronic or facsimile message provided only that the Society acts in good faith.

(10) The Society shall not be liable to the Member for any loss or damage or for any disclosure of information arising from a transaction made on his account(s) using any of the IE Services where:

- (i) the Member does not have adequate money in his account to complete the transaction, or where the account specified has been closed or has become dormant;
- (ii) the Member has not properly followed instructions on any transaction or service;
- (iii) withdrawals or other transactions from any of the Member's specified accounts have been prohibited by court order such as garnishment or injunction;
- (iv) the Society reasonably believes that the transaction may be contrary to legislation or rule of law.

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- (v) the Member inputs inaccurate or incorrect information in accessing the services which results in disclosure of his information to a third party.
- (vi) the transaction was done by any person other than the Member, whether authorized or unauthorized by the Member.
- (vii) the Member has failed to notify the Society of a lost handset, change in mobile number or a change in provider which may result in a third party receiving the Member’s information.

(11) The Society shall not be liable for any failure or delay in acting on the IE Services requested, which results from any interruption of its business due to equipment or transmission link failure or malfunction, energy shortage, fire, flood, civil commotion, insurrection, coup d’état, labour difficulties (including strike, boycott or slowdown) severe or adverse weather, traffic congestion on the mobile networks, or any other conditions outside of the control of the Society.

(12) The Member shall indemnify the Society against all claims, costs, actions or other proceedings whatsoever or howsoever made or brought against the Society by any Third Party arising out of any dispute between the Member and a Third Party for any transaction initiated through the IE Services by the Member. Any such disputes shall be resolved between the Member and the Third Party only.

(13) The Society shall not be liable to the Member for any injury, loss or damage suffered by the Member in the use of the IE Services and the associated hardware.

(14) Unless otherwise specifically provided, the Agreement is in addition to all other existing agreements between the Member and the Society.

(15) If any part of this Agreement is found to be invalid, the rest remains effective. In this Agreement references to the masculine includes feminine and singular includes plural.

(16) The Agreement is subject to the laws of the Republic of Trinidad and Tobago.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year written hereunder.

| | | |
|---------------|-----------|------|
| Member’s Name | Signature | Date |
|---------------|-----------|------|

SIGNED by for and on behalf of TWCU Credit Union Co-operative Society Limited:

| | | |
|------|-----------|------|
| Name | Signature | Date |
|------|-----------|------|

In the presence of:

| | | |
|------|-----------|------|
| Name | Signature | Date |
|------|-----------|------|

- **SECURITY QUESTION**

What was your favorite sport in high school?

What is your mother's (father's) first name?

What was your childhood nickname?

What was the name of your elementary / primary school?

What is your grandmother's first name?

What was the make and model of your first car?

In what city or town was your first job?

- **SECURITY ANSWER**

- **EMAIL ADDRESS**

PLEASE VISIT THE LINK BELOW TO ACCESS ONLINE SERVICES

<https://my.twcu.co.tt>

