

Central Online Services User Agreement

CENTRAL CO-OPERATIVE CREDIT UNION LTD ONLINE SERVICES AND BILL PAYMENT AGREEMENT AND DISCLOSURE

This Online Service Agreement (“Agreement”) is between you “the account owner” and the Central Co-operative Credit Union Limited (“CCCUL”) and states the terms and conditions applicable to using CCCUL’s Online Services (“Central Online”). By applying for and accessing the Central Online Services, you agree to comply with the terms and conditions for use as outlined in this Agreement. This Agreement is in addition to and not in derogation of any other agreements, applicable to the account(s) you have with CCCUL. Please read this entire document carefully, before using our Central Online Services.

1. Definitions.

As used in this Agreement, the following defined terms have the corresponding meaning set forth below unless the context indicates otherwise.

- (a) The terms "**we**," "**our**," and "**us**" mean the CCCUL and any employee, director, or agent of the CCCUL involved in the provision of Central Online Services.
- (b) The terms "**you**," "**your**," "**authorized user**," and "**account owner/holder**" refer to any person who has an account with CCCUL or anyone with the requisite authority to exercise control over the funds in an account; and who has been authorized by CCCUL to access Central Online Services.
- (c) "**Account**" refers to your Savings Accounts and/or Depository Accounts and/or any other type of account at CCCUL which is designated by us to be covered under our Central Online Services and subject to this Agreement.
- (d) "**Login Credentials**" refer to the combination of your Central Online Services user identification (“User ID”) and password that must be used together to securely access your account information.
- (e) "**Central Online Services**" refers to the services provided pursuant to this Agreement.

2. Access

2.1 To use our Central Online Services, you must be a member of CCCUL or have a Depository Account with us and an ATM Card Number. You must also have access to Internet service, an email address, and a telephone number. Our Central Online Services and features are offered on or through our website, **online.mycccul.com**.

2.2 The CCCUL User Application Form may be filled out and submitted online or in person at any of our branches. Upon submission of your application, we will utilize unique identifying information to confirm your identity. Once we have approved your application you will receive confirmation and instructions via email and telephone for your initial login.

2.3 Our Central Online Services can be used to access only your designated Account(s). In order to gain access to your Account(s), you must first follow all instructions in order to obtain your Login Credentials. If you do not currently have an account with CCCUL and would like to open an account or learn more

about our products and services, please call our offices or visit our website <http://mycccul.com/>.

3. Login Credentials, Accounts and Security

3.1 Security of our members' accounts and information is a priority to CCCUL. As such, we shall take reasonable care to ensure the security of and prevent unauthorised access to the Central Online Services using technology reasonably available to us.

3.2 Your Login Credentials are used to gain access to your Accounts through our Central Online Services and should be always kept confidential. You are also responsible for maintaining the confidentiality of your applicable Account information and for all transactions or activities that occurs under your Account(s).

3.3 We reserve the right to block your access to the Central Online Services to maintain or restore security to our site and systems if we reasonably believe your Login Credentials have been or may be obtained or are being used or may be used by an unauthorized person(s). If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Central Online Services, we recommend that you change your Login Credentials if possible and notify us immediately by calling (767) 448-2261 / 2071 / (767) 445-5208 / 5795 or email us at online@mycccul.com.

3.4 You further agree to observe the following guidelines to protect against fraud and breach of security:

1. To establish reasonable security measures and controls and to take all reasonable steps to protect the security of your Login Credentials and your Account information.
2. Upon registration and accessing Central Online Services for the first time, you shall be required to change the Password assigned by CCCUL either through the Central Online Services, or with the assistance of our Member Service Representative. You will be solely responsible for maintaining secrecy of the Password, so changed, and CCCUL in no way shall be responsible for the misuse of the said Password by any person other than the Authorised User.
3. To not share your confidential Account information or Login Credentials with anyone else.
4. To not communicate your password or other confidential account information to us or request that we communicate such information to you over the Internet. Under no circumstances will a CCCUL employee ever request your Password via the Internet or any other type of medium. Do not respond to such a request even if the individual claims to represent CCCUL.
5. To not leave your account information out in an open area (including leaving your Personal Computer (PC) screen) where it could be accessible to others.
6. To not leave your PC unattended while you are logged into Central Online Services.
7. CCCUL does not assume responsibility or liability for any loss or damage you may incur as a result of misuse or unauthorized use of Login ID/Password

4. Virus Protection

4.1 CCCUL is not responsible for any electronic virus or viruses that your computer may encounter at our site. We suggest that you routinely scan your PC and external devices using a reliable anti-virus product to detect and remove any viruses found.

5. Email

5.1 Email is not a secure method of communication, and we recommend that you **do not send confidential information via email**. Please contact us via telephone or visit any of our branches to request sensitive information such as account numbers, password resets, financial information, and other confidential information. You may contact us using a general email with questions pertaining to maintenance and/or problem resolution issues only.

6. Transactions and functions of the Central Online Services

6.1 The transactions and functions available through Central Online Services may include, but are not limited to, the following:

- Transfer of funds between Accounts
- Transfer of funds to other members' Accounts
- Balance inquiry on each Account
- Account Statement request
- Order Management checks from your Account(s), as applicable
- Change the Account(s) and Access Information for Central Online Services
- Bill Pay Services
- Loan Application Services
- Any other facilities as CCCUL may decide to provide from time to time

6.2 The above transaction and function capabilities may be available, either all or in part, depending on your Account or other Online Service limitations. We reserve the right to restrict the use of Online Services for any account type or to impose any other limitation or restriction on the use of the Online Service.

7. Restrictions and Limits of Funds Transfer

7.1 Authorized Users shall not use or attempt to use Central Online Services for funds transfer without sufficient funds in the relative account or without a pre-existing arrangement with CCCUL for the grant of an overdraft. CCCUL will endeavour to effect online funds transfer transactions provided there are sufficient funds available in the User's account and we shall not be liable for any omission to make all or any of the payments or for late payments due to circumstances beyond our reasonable control.

7.2 The number of transfers from your Accounts and the amounts that may be transferred may be limited pursuant to your Account Agreement and disclosure(s) for those accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds being held until the hold expires. However, if we do effect a transfer under these circumstances despite not being obligated to do so, you will be responsible for any shortfall.

8. Service Charges and Fees

8.1 CCCUL reserves the right to charge and recover from the Authorized User, charges, if any, fixed for providing any service under our Central Online Services.

8.2 The User hereby agrees to pay the fees and charges applicable for certain online transactions as set forth in the current "Schedule of Fees", which we may update from time-to-time, or as we may otherwise inform you.

8.3 You hereby authorize us to automatically deduct all applicable fees from your designated account which you have provided to us on your application form.

8.4 If there are not enough funds in your designated Account and/or if you close that designated Account, you hereby grant us the right to deduct such fees from any other accounts you may have with us unless you immediately designate another Account to be charged.

9. Bill Payments

9.1 You must indicate the designated Account from which your bill payments will be transacted, and you must maintain sufficient available funds in that Account to satisfy the expected payment activity on the scheduled date. If there are not enough funds in your designated Account and/or if you close that designated Account, you must contact us immediately to designate another Account to be charged.

9.2 CCCUL shall not be liable for nor be called upon to indemnify you for any loss or damages, discharge interest, penalty or any such charges you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect bill payment processing, any inaccuracies in the payee information supplied regarding payment, or any system or postal delays or interruptions or any other circumstances beyond our control. All disputes such as excess billing, disconnection of service or facility shall be resolved by the Authorized User only, and CCCUL shall in no way be responsible for the same.

10. Business Days and Hours of Operation and Transactions Processing

10.1 Our business days are Monday through Friday except for national holidays. You can access your Account(s) using our Central Online Service 24 hours a day, seven days a week, except during special maintenance periods.

10.2 You can do the following with Central Online

- View your account balances
- Transfer between your accounts (including payments towards your loans)

- Transfer to the accounts of other Central members.
- Pay Bills (account will be credited within two (2) business days)
- Request statements (any given period) on any of your accounts.
- Apply/Submit Loan applications
- Generate a loan projection report for loans
- Request a manager's cheque (withdrawal from a deposit or share account)
- Request a letter (E.g., Embassy Letter)

11. Your Responsibility

- 11.1 You are responsible for the activity performed through our Central Online Service using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you.
- 11.2 You are responsible for the correctness of information supplied to CCCUL using our Central Online Services or through any other means such as electronic mail or written communication. We accept no liability for the consequence(s) arising out of erroneous information supplied by you. You also agree to review your account activity online, through periodic statements, or using any other application. You shall notify us immediately at (767) 448-2261 / 2071 / (767) 445-5208 / 5795 about any discrepancies or if you believe any of your accounts have been accessed or your access numbers have been taken or used without your permission. Contacting us immediately via telephone can help you reduce possible losses.
- 11.3 You are responsible for providing and maintaining your own personal computer or wireless handheld device and for ensuring that it is compatible with our Central Online Services.
- 11.4 You agree to immediately notify us in writing at any Branch of any change in your email, telephone numbers, home or mailing addresses and all notices mailed to your last known address will be treated as having been personally received by you.

12. Our Responsibility

- 12.1 We are responsible for completing fund transfers and bill payments on time according to your properly entered and transmitted instructions. We are also responsible for taking all reasonable measures to ensure that our Central Online Services are available and functioning optimally, reserving the right to temporarily remove Central Online Services from access for maintenance or upgrades, however, neither we nor the service provider will be liable:
1. If you do not have adequate money in a deposit account to complete a transaction from the account, or if that account has been closed;
 2. If you have not properly followed software or service instructions on how to make a transfer;
 3. If you have not given complete, correct, and current instructions so that a transfer can be made;

4. If withdrawals from an eligible account have been prohibited by a hold, pledge or a court-ordered garnishment or other legal processes;
5. If we reasonably believe that a transaction may be unauthorized and, based thereon, the transaction is not completed;
6. If your equipment and/or the software is not working properly when you attempted to authorize a transfer or bill payment.
7. If circumstances beyond our control prevent making a transfer or payment despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, political unrest, delays caused by fire, floods, and other natural disasters.

13. Electronic Fund Transfer Error Resolution

- 13.1 In case of errors or questions about payment service transactions or other electronic transfers initiated from your deposit account(s) under the Central Online Services, contact us immediately. Telephone us at (767) 448-2261 / 2071 / (767) 445-5208 / 5795 or email us at online@mycccul.com.
- 13.2 To report an error, you must provide us with the following information:
 1. Tell us your name, date of birth and account number
 2. Describe the suspected error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
 3. Tell us the dollar amount and date of the suspected error.
- 13.3 We will contact you with the results of our investigation within 3 business days after we hear from you and will correct any errors promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we do not receive your complaint within 2 business days, we may not resolve the matter promptly. If we decide that there was no error, we will inform you within 3 business days after we finish our investigation.

14. Indemnity and Liability of Account Owner

- 14.1 The Account Holder shall indemnify and hold CCCUL harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses of any nature whatsoever which CCCUL may at any time incur, sustain or suffer as a consequence of or arising either directly or indirectly in connection with CCCUL taking or refusing to take or omitting to take action on any instruction purporting or appearing on their face to have been given by the Account Holder. The Account Holder acknowledges and agrees that if any instructions received by CCCUL purport or appear on their face to have been signed, sent or authorized by the Account Holder, such instructions may be treated as though they have been duly provided by the Account Holder and therefore may be acted upon by us. The Account Holder further agrees that if any instructions are provided to CCCUL via electronic communication equipment and such instructions are in any way tampered with, or altered by an unauthorised party, the Account Holder shall bear the full responsibility for all actions taken by us in accordance with such instructions.

- 14.2 The Account Holder agrees to release CCCUL from any liability or claim against CCCUL for failure to act, execute, or complete any instructions due to any reason beyond our control.
- 14.3 The Account owner alone shall be liable for any loss from unauthorized transactions on Central Online Services if he has breached the terms and conditions of this Agreement or contributed or caused the loss by his/her negligent actions.
- 14.4 CCCUL shall in no circumstances be held liable by the Account Holder if Central Online Services access is not available for reasons including but not limited to Acts of God and natural disasters of any kind, legal restraints, faults in the telecommunication network or Internet or network failure, power breakdown or UPS breakdown, software, or hardware failure and or error or any other reason beyond our reasonable control. Additionally, CCCUL shall have no liability to you for any damages whatsoever whether such damages are direct, indirect, incidental, or consequential or for any loss of any character or nature whatsoever and whether sustained by you or any other person.

15. Changes/Interruptions in Services

- 15.1 We may regularly perform maintenance on our equipment or system, which may result in interruptions in our Online Services. We also may need to change the scope of our Central Online Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

16. Accessibility and Liability

- 16.1 Our Central Online Services are designed to be available 24 hours each day, 7 days per week. We do not warrant that our Central Online Services will always function properly or that disruption or suspension of the online services will not occur. You agree that the CCCUL, its employees, or Directors will not be liable for any loss, costs, damages, or expenses resulting from the interruption of our Central Online Services, or for any consequential, incidental, or indirect damages arising out of the use, misuse, or inability to use the Central Online Services, or for any loss of any data even if we have been informed of the possibility of such damages.
- 16.2 You also agree that our Central Online Services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access our Central Online Services. Messaging rates, short message service (SMS) fees, and other charges from your wireless provider may apply when utilizing our online services.
- 16.3 You agree that we may disclose, release or assist in the release of your credit and other account information to a third party as may be reasonably necessary for reasons inclusive of, but not limited to the following: to process a

transaction; resolve disputes; comply with legislation, regulations, court orders or other legal directives; and for fraud prevention purposes.

17. Ownership of Materials

17.1 The software underlying Central Online Services as well as the content and information on our site is the legal property of CCCUL. It should not be duplicated, copied, modified or tampered with by any means. Any breach on your part will be dealt with under the appropriate law and you shall be liable for damages that may be incurred by CCCUL.

18. Severability

18.1 Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is found to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Venue

19.1 Any action at law or other judicial proceedings for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the Commonwealth of Dominica.

20. Arbitration of Disputes

20.1 If either you or we have any irresolvable dispute or claims concerning our Central Online Services, it will be decided by binding arbitration under the expedited procedures of the Laws of the Commonwealth of Dominica. The arbitrator may award the filing and arbitrator fees to the prevailing party. A judgment on the award of the arbitrator may be entered by a court.

21. No Signature Required

21.1 When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated eligible account or the account on which the item is drawn without requiring your signature on the item and without prior notice to you.

22. Amendment of this Agreement

22.1 We may amend this Agreement (including changes in its fees and charges hereunder) by giving notice to you, if legally permissible, by email or secure messaging when you log in for Central Online Services at least 30 days before the effective date of the amendment unless such change or amendment is otherwise required by law or applicable regulation. If you continue to use our services after receiving such a notice, you will be deemed to have agreed to the amendments to this Agreement.

23. Cancellation of Online Service

23.1 Either you or we may terminate this Agreement and any service received or provided hereunder at any time by giving written notice of at least 7 days. Upon a request for cancelation, you agree to immediately discontinue use of our Central Online Services, and you agree to remain liable for all transactions performed on your Accounts prior to the time of such cancellation.

23.2 CCCUL may suspend access to Central Online Services or terminate this Agreement without prior notice if the Authorized User commits a breach of these terms and conditions or if we learn of the death, bankruptcy, or legal incapacity of the Authorized User.

24. Governing Law

24.1 These terms and conditions of this Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Dominica.

25. Entire Agreement

25.1 This Agreement is the entire Agreement between you and the CCCUL and it supersedes any other similar material pertaining to our Central Online Services delivered in writing, verbally, or obtained at our site or the site of an Internet Search Provider.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year of this Agreement.

Date

Applicant's Signature

Print Name