



SFCCU CREDIT UNION
Co-operative Society Limited

TERMS AND CONDITIONS ONLINE BANKING

General

This Agreement governs your use of SFCCU Credit Union Co-operative Society Limited Online Banking. In this Agreement, the words "you" and "your" refer to the account holder(s) and any authorized signatories. You confirm that the information on the Registration Form is accurate to the best of your knowledge and that you will promptly notify SFCCU of any change in the information as it occurs and you agree that you will not knowingly, deliberately or willfully provide false information.

SFCCU Online Banking System will allow electronic access to your account to perform the following services:

- ❖ Balance Enquiry
- ❖ Transfer Funds
- ❖ Member to Member Transfer
- ❖ Card Payment
- ❖ Statement Requests
- ❖ Secured Messaging to contact the Credit Union
- ❖ Loan Application
- ❖ Loan Projection

Accounts Access

Any and all transactions initiated through SFCCU Online Banking to your account through the use of your Login ID and password will be deemed authorized by you without further verification. SFCCU is hereby authorized to honour, execute and process to your account(s) those transactions.

You will keep your Login ID and password safe and confidential and will not disclose this information to any third party. If you know or believe that unauthorized access to SFCCU Online Banking has or will occur or that your password has become known to an unauthorized person, you will immediately notify SFCCU in person, by telephone at 657-5669 or email SFCCU at online.banking.sfccu@gmail.com and take the necessary steps to change the password. If notification is provided via email SFCCU will only be entitled to immediately act if authorization is received together with a valid copy of your Identification. As well as, if you permit other person (s) to use SFCCU's Online Banking services or password or it is used by an unauthorized person you will be liable for any loss incurred by any transaction emanating from such use.

Transfers

You agree to transfer funds between your designated accounts only when a sufficient balance is or will be available in your designated accounts at the time of such transaction.

Costs and Charges

SFCCU's Online Banking Service is free of charge. The normal fees associated with your account, transactions or services will continue to be applicable. SFCCU reserves the right to review its pricing from time to time and change or amend charges to the Online Banking Service as deemed necessary and you will be advised of these changes before they become effective.

Changes in Services / Terms

SFCCU reserves the right to change or amend the services and the terms set forth in this Agreement at any time. You will be notified of any such change as required. You understand that when using SFCCU's Online Banking Services after a change to the Terms of Use becomes effective, you will be presented with the revised Terms of Use Agreement at the time of login and will be required to click "I Agree" to acknowledge that you have accepted the revised Terms of Use. If you do not agree to the revised Terms of Use, you will click "I Disagree" and will not be able to login to SFCCU's Online Banking Services.

Cancellation

You may cancel this Agreement at any time by written notification to SFCCU with at least thirty (30) days in advance of the effective date of cancellation. SFCCU reserves the right at its sole discretion to limit, suspend or terminate your use of its Online Banking services and cancel this Agreement. SFCCU Online Banking Services, will not be cancelled until all pending transactions have been cleared and reconciled.

Personal Information

SFCCU agrees to collect only your personal information required for the use of its Online Banking services, and shall be responsible for the reasonable security and storage of such personal information collected. SFCCU shall not be held responsible for any external breach of such security or storage and it is warranted that, subject to the next clause of this Agreement, your personal information would not be disseminated to any third party or used for any purpose other than connected to the Online Banking services.

Confidentiality

You shall enjoy the right to confidentiality provided always that SFCCU Credit Union may disclose information about you and your accounts in response to credit inquiries, pursuant to legal process or subpoena, or if disclosure is necessary, desirable or to protect

SFCCU's Credit Union interests. SFCCU Credit Union shall not be held liable in circumstances where your account has been intercepted via unauthorized use of or access to your online account whether by computer virus(es), "hacker(s)" or otherwise.

Limitation of Liability

SFCCU Credit Union will make reasonable efforts to ensure full performance of its Online Banking services. SFCCU will be responsible for acting only on those instructions sent through secured messaging, which are actually received. SFCCU does not assume responsibility or liability for malfunctions for whatever reason in communications facilities not under its control that may affect the accuracy or timeliness of messages you send.

SFCCU will not be liable for deficiencies and malfunctioning of the system where the circumstances were beyond its control or power. SFCCU is not responsible for any losses or delays in transmission of instructions arising out of the use of any computer or device and is not responsible should you give incorrect instructions or if your instructions are not given sufficiently in advance. Any information you receive from SFCCU is believed to be reliable. However, it can only be provided on a best effort basis for your convenience and is not guaranteed.

SFCCU is not responsible for any errors, delay, failure, system disruptions or unavailability of the Services beyond its reasonable control, including but not limited to, natural disasters, fire, flood, storm, strike, labour unrest or interruption, work stoppage, pandemic, war, riot, power failure, equipment failure, severe or adverse weather conditions, disruptions caused by any computer virus or related problems. Performance times shall be considered extended for a period of time equivalent to the time lost due to any such event or condition.

Neither SFCCU nor any other information provider acting as an agent of SFCCU may make any expressed or implied warranties concerning the online software, SFCCU's Online Banking Services or browsers including and not limited to any warranties or merchantability and fitness or appropriateness for a specific or particular purpose or non-infringement of third-party proprietary rights unless disclaiming such warranties is prohibited by law.

SFCCU Credit Union will not be liable to you for any loss or damage whatsoever or for any disclosure of information arising from a transactions made on your account(s) by using its Online Banking services and where:

- ❖ You do not have sufficient funds in the account to complete the transaction, or where the account specified has been closed
- ❖ You have failed to give complete, correct or current instructions in relation to a transaction You have not given the instructions of transfer within sufficient time for the payee to be credited by the time the money is due;
- ❖ You allege that you did not carry out the instruction and your password(s) was compromised - Transactions on your account(s) were prohibited pursuant to a Court Order
- ❖ A stop payment cannot be completed owing to the transaction already being processed and evidence produced regarding the said transaction
- ❖ SFCCU has the reasonable belief that the transaction(s) may be contrary to any financial obligation regulations, legislation or reporting requirements by SFCCU under the laws of Trinidad and Tobago
- ❖ Any transaction that was not processed owing to the declaration of a public holiday in accordance with the laws of Trinidad and Tobago
- ❖ There was a change to the exchange rate subsequent to sending the instruction(s)

Indemnity

You hereby agree to indemnify SFCCU and its duly authorized officers, employees, agents and third parties, its suppliers, agents and officers from and against any and all damages, awards, settlements, losses, claims and expenses including and not limited to reasonable legal fees and expenses and costs in respect of investigations resulting from third party claims. This therefore would include, but would not be limited to, theft, losses, unauthorized use of the card and any other malicious unauthorized transactions which may occur during the time that the card is actively in use.

Severability

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

Mediation

Any and all disputes arising out of or relating to this Agreement which remain unresolved after direct negotiations between the parties, shall first be referred to confidential mediation in accordance with the procedures for mediation under the Mediation Act and the established practices associated with mediation, prior to any other dispute resolution process.

Security

You hereby agree and acknowledge that your Login ID and password, are not to be shared, divulged, or disclosed to anyone and that you will only access your account information.

You agree that if you permit other person(s) to use your SFCCU Online Banking or disclose your password to any third party for the purpose of accessing your SFCCU Online Banking or permit an unauthorized person to use your SFCCU Online Banking, you will be liable for any loss or detriment suffered and SFCCU will not be held accountable or liable in any manner.

You agree that SFCCU is authorized to process any instructions we receive under your passwords. You also agree to receive communications regarding your account electronically or via SMS or Secured Messaging and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you.

Governing Law

This Agreement shall be construed and enforced in accordance with the laws of Trinidad and Tobago.