

- 15) The Credit Union shall employ relevant software to safeguard its members' privacy and confidentiality. The Member understands that while the Credit Union will use its best endeavors to ensure that all information transmitted or received using **GBCCU Online Service** is secure and cannot be accessed by unauthorized third parties, the Credit Union does not warrant the security of any information transmitted by the Member using the **GBCCU Online Service**. Accordingly, the Member agrees to accept the risk that any information transmitted or received using the **GBCCU Online Service** may be accessed by unauthorized third parties and the Member agrees not to hold the Credit Union liable for such unauthorized access or any loss or damage suffered as a result.
- 16) The Member shall hold the Credit Union harmless and agrees to indemnify the Credit Union for any claims, loss, expenses or damages including legal costs which the Member may suffer arising out of the Member's use, misuse, errors or inability to use the **GBCCU Online Service** or any violation by the Member of the terms of this Agreement except where such loss or damages was caused by the gross negligence or willful conduct by the Credit Union's employees.
- 17) The Credit Union will, at its discretion, reimburse the Member for monetary losses to the Member's account relating directly from the following unauthorized transactions on the Member's Account using the **GBCCU Online Service** namely:
- transactions that occur one business day after the Member provided the Credit Union with the immediate notification required.
 - transactions where it can be shown that the Member has been a victim of fraud or theft so long as the Member reports the incident to the Credit Union and fully co-operates and assists the Credit Union in any investigation.
 - transactions resulting from the negligent conduct by the Credit Union or its employees.
- 18) The Credit Union will not be responsible for and will not reimburse the Member for losses to the Member's Account if:
- the Member does not comply with the notification requirement or with any instructions provided by the Credit Union to the Member in respect of the **GBCCU Online Service**; or
 - the Member engages in any fraudulent, criminal or dishonest acts in relation to the **GBCCU Online Service**; or
 - the Member accesses the **GBCCU Online Service** via an electronic access device that the Member knows or reasonably ought to know contains software that has to the ability to reveal to anyone, or to otherwise copy any of the Member's passwords, personal verification questions or any other element of the personal password; or
 - the Member shares his passwords or any other element of the Online Service with any other person
- 19) The Member agrees that the Credit Union cannot guarantee the availability of the **GBCCU Online Service**.
- 20) The Member agrees that the Credit Union may at its sole discretion add, remove or change any part or feature of its **GBCCU Online Service** without giving the Member any notice.
- 21) The Credit Union reserves the right to suspend use of the **GBCCU Online Service** feature on the Member's account if:
- Incorrect Usernames and/or Passwords are used to try to access the **GBCCU Online Service** feature; or
 - The Credit Union suspects fraud or misuse by the Member; or
 - The Credit Union suspects that an unauthorized person is attempting to access the **GBCCU Online Service** feature; or
 - Failure of electronic equipment or computer system, damage to communication lines, internet problems, civil unrest, severe weather, earthquake, floods and other Acts of God; or
 - In the Credit Union's opinion, there is reasonable justification for doing so.
- 22) The parties agree that the completion of a transfer or payment is subject to the availability of sufficient funds at the time of the transaction.
- 23) The Credit Union may from time to time set or change limits for transactions carried out

by the Member through the **GBCCU Online Service** to protect the security of the Member's account or the Credit Union's system. The Member agrees that the Credit Union may refuse to process any transaction or place such transactions on hold where they exceed limits or are done contrary to the Credit Union policies, the By-Laws or the laws of the Commonwealth of Dominica.

- 24) When required and at the request of the Credit Union, the Member agrees to visit the Credit Union and provide additional information or execute any written documents to complete transactions.
- 25) It shall be the Member's responsibility to make timely payments to loans and other services. The Member accepts the consequences of part payment or late payment, and the Credit Union shall not be liable for any loss arising in these situations.
- 26) The Credit Union shall charge fees in respect of the **GBCCU Online Service** and may charge further fees in respect of each transaction provided a Schedule of Fees is communicated to the Member or displayed on the Credit Union's website at any of its branch-es or through any other method of communication that the Credit Union may choose to use.
- 27) The Member authorizes the Credit Union to debit the Member's Account with any service fees applicable to its **GBCCU Online Service**.
- 28) The Credit Union shall be at liberty to vary all charges imposed pursuant to this Agreement and to include such other charges as it may deem necessary.
- 29) In addition to the above charges, the Member agrees to pay for all text, data charges or rates imposed by his internet or telephone service providers in accessing the **GBCCU Online Service**.
- 30) The Credit Union can terminate this Agreement or suspend or terminate the Member's access to any **GBCCU Online Service** for any reason whatsoever at any time without prior notice. The Credit Union will not be responsible for any loss or inconvenience that may result from such suspension or termination.
- 31) The Member may terminate access to any of the **GBCCU Online Service** by giving seven days written notice to the Credit Union.
- 32) The parties hereby agree that the use of the **GBCCU Online Service** is governed at all times by the terms and conditions of this Agreement. The Credit Union may amend the terms and conditions of this Agreement at any time in its absolute discretion. Any such notice amending the terms of this Agreement may be sent to the Member's last known address or displayed on the Credit Union's website, at any of its branches or any other method of communication that the Credit Union may desire to use.
- 33) The Member agrees that by using the **GBCCU Online Service** after an amendment to this Agreement has been made by the Credit Union, he has agreed to that amendment.
- 34) The Member shall immediately notify the Credit Union in writing at any Branch of any change in his email, telephone numbers, home or mailing addresses and all notices mailed to the Member's last known address will be treated as having been personally received by the Member.
- 35) The Member agrees that if any or more of the provisions of this Agreement are for any reason deemed void, invalid, illegal or unenforceable, the remaining provisions will remain valid and in force.
- 36) Any Notice under this Agreement required to be sent to the Credit Union shall be in writing and shall be considered as properly given if delivered to:

The Manager
Grand Bay Co-operative Credit Union Ltd
Lalay, Grand Bay, Dominica
or sent to the following email address: gbccu@cwdom.dm

37) This Agreement is governed by the laws of the Commonwealth of Dominica.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and year first above written.

.....
Date Witness

.....
Applicant's Signature Witness



Application form

Account Number _____

First Name _____

Last Name _____

Mobile Number _____

Email _____



DECLARATION:

*I have read and understood the Terms and Conditions (included on this form) relating to the use of **GBCCU's Online Service**.*

*I accept and agree to be bound by the said Terms and Conditions including those excluding/limiting GBCCU's liability as in force, and as may be amended by GBCCU from time to time. I certify that the details in this application form are correct, and I give you my consent to receive information electronically or by mail, as part of the **GBCCU Online Service**. I shall advise GBCCU immediately in the agreed manner as acceptable to GBCCU, in case of any change of the information and details included in this application form. I agree to provide further information required and demanded by GBCCU, from time to time, for providing the service.*

*I understand that under the **GBCCU Online Service**, GBCCU enables me to receive alert messages via email, to the address or addresses as chosen by me and provided to the Credit Union with respect to transactions or activity performed on my account. I have executed this agreement of my own free will and volition without being coerced or unduly pressured by the Credit Union, it's staff or whomsoever.*

Name _____

Signature _____

Date _____

Witness _____

Witness _____

INTERNAL USE ONLY	
Processed by	_____
Date Processed	_____
Verified By	_____
Date verified	_____

THIS AGREEMENT is made on the day of 20..... between the Grand Bay Co-operative Credit Union Limited, a Co-operative Society registered in the Commonwealth of Dominica under the Co-operative Societies ActNo. 13 of 1983 which head office is situated at Lalay, Grand Bay in the Commonwealth of Dominica (hereinafter called "The Credit Union" which expression shall include its assigns and successors-in-title) of the One Part and..... of(hereinafter called "the Member" which expression shall include his or her personal representatives) of the Other Part.

WHEREAS:

The Credit Union has introduced *Online services* (hereinafter referred to as "the **GBCCU Online Service**") which allow members to perform a number of financial transactions on their Credit Union accounts linked to this service utilizing the internet.

The Member is desirous of utilizing the **GBCCU Online Service**.

The Member acknowledges that he has read and understood the terms and conditions of this Agreement before signing it and before using the **GBCCU Online Service**.

In consideration of the Credit Union providing the Member with online access to his or her account and in consideration of the mutual promises made by the parties contained herein, it is **AGREED** as follows: -

- 1) This Agreement shall become binding on the parties immediately upon the execution of this Agreement.
- 2) That by using the **GBCCU Online Service** to conduct transactions, the Member authorizes the Credit Union to debit, credit or take any required action on the Member's Account, as the case may be without the execution of physical documents.
- 3) All transactions carried out using the **GBCCU Online Service** are subject to verification and acceptance by the Credit Union. This may take place later than the date on which the Member uses the **GBCCU Online Service** and will ultimately affect when transactions become effective.
- 4) The Member consents to the receipt of emails or text messages from the Credit Union sent to the email addresses and/or telephone numbers provided and agrees to indemnify the Credit Union and hold it harmless against third parties receiving or viewing any information sent therein.
- 5) The Member shall not hold the Credit Union liable where alerts may be delayed or prevented by factors beyond the control of the Credit Union including but not limited to system failures, the unavailability of internet service, where the telephone is off or disconnected, civil unrest, misdirected delivery or Acts of God.
- 6) The Member acknowledges that the use of the **GBCCU Online Service** involves the electronic transmission of personal financial information across the network of various telephone and internet service providers, as such, the Credit Union cannot guarantee the privacy or security of data transmission.
- 7) The Member shall regularly monitor his account for discrepancies and such discrepancies must be brought to the attention of the Credit Union in writing within 2 days of the disputed transaction.
- 8) The Member shall not disclose his personal password to any other individual but shall keep it private and confidential at all times.
- 9) The Member shall take every precaution to ensure the safety, security and integrity of the Member's Account and transactions when using the Online Services. The Member agrees not to leave his electronic access devices unattended while logged into any of the **GBCCU Online Service** and to log off immediately at the completion of each access.
- 10) The Member shall employ reasonable steps and precautions to protect the Member's electronic access devices against loss or theft.
- 11) The Member shall implement and maintain reasonable security measures on his electronic access devices which include up to date virus scanning software and a firewall system to mitigate against the possibility of third parties hacking into the **GBCCU Online Service**.
- 12) If a third party obtains the Member's personal password enabling him to access the Member's account, the Member may be liable for any transactions performed on his account.
- 13) If the Member suspects that a third party knows his personal password, he shall immediately change it and notify the Credit Union in writing.
- 14) The Member shall notify the Credit Union immediately in writing if any of the Electronic access devices he uses to utilize the **GBCCU Online Service** is lost or stolen or there is any unusual, suspicious or fraudulent activity on his account.

