

I \_\_\_\_\_ of \_\_\_\_\_ agree that my use of any COK Cooperative Credit Union Ltd electronic banking channel will be in accordance with the following terms and conditions and that my use of any COK Cooperative Credit Union Ltd electronic banking channel signifies both my acknowledgement and acceptance of the terms and conditions below.

In this Agreement these terms shall have the following meanings:

**“Communications”** means any instructions or information from, or purporting to be from, me or my e-mail address;

**“Electronic Access Device”** means any device that allows me to use or to access an account or any service including, but not limited to, a personal computer, a telephone used for IVR access, a pager, a mobile or cellular phone, a personal digital assistant or similar device.

**“I”, “me”, and “my”** mean the undersigned corporation, partnership, association, sole ownership or individual; and

**“Passwords”** means the combination of numbers and/or letters I select from time to time, for my use alone, as a means of identifying me and enabling me to access an account or any service;

**“COK Partner”** means any merchant with whom COK enters into an agreement for the provision of goods and/or services or discounts to COK members.

#### **A. Internet, e-mail, telephone and fax**

Any reference in this Agreement to “instructions” or “my instructions” refers to instructions received via the Internet, e-mail (“e-mail”), telephone or facsimile.

In exchange for COK Cooperative Credit Union Ltd and such other subsidiaries or affiliates of COK Cooperative Credit Union Ltd as may from time to time hereafter come into existence and any successors or assignees of these companies agreeing to accept written(email or otherwise) instructions in accordance with this Agreement, I agree as follows:

1. **Authorized Instructions.** I authorize COK Cooperative Credit Union Ltd to accept any method of instructions from me:
  - (a) to provide account and transaction information;
  - (b) to transfer funds between my accounts;
  - (c) to transfer funds from any account in my name to any individual, firm or corporation;
  - (d) to issue stop payment orders;
  - (e) relating to foreign exchange transactions; or
  - (f) Relating to transactions in connection with any existing credit arrangement between COK Cooperative Credit Union Ltd and me.

I understand COK Cooperative Credit Union Ltd reserves the right to first obtain verbal or written confirmation before executing any such instructions.

2. **Password Confidentiality and Liability.** I agree to keep my Password(s) absolutely confidential. I agree to take every precaution necessary to ensure that my Password(s) are never disclosed, accidentally or otherwise, to anyone else at any time. I am solely responsible for maintaining the security of my Password(s). When choosing my Password(s), I will not use all or any part of:
- (a.) a password I use for any other service;
  - (b.) my name or a close relative's;
  - (c.) telephone number or address or a close relative's;
  - (d.) my account number; or
  - (e.) My Bank Card Number.
- **if I know or suspect that someone else may know any of my Passwords or as such may be using my Illegally conducting business on my behalf using my online account, I must notify COK Cooperative Credit Union Ltd as soon as reasonably possible. I will not be liable for losses that occur after I give notice. If I know or suspect that someone else knows any of my Passwords, I must change all of my Passwords immediately.**
  - **I will be liable for all losses that occur if my Passwords are used to access my account or any service whether I authorize that use or not unless I prove to COK Cooperative Credit Union Ltd 's satisfaction that I did not disclose my Passwords to anyone else or in any way enable someone else to find out my Passwords. My liability will not be limited by my account balance or credit limit or any daily transaction limits.**
3. **Confidentiality.** I understand that the Internet is not a secure medium of communication and COK Cooperative Credit Union Ltd cannot guarantee the privacy of customer information inputted on the COK Cooperative Credit Union Ltd website or sent to COK Cooperative Credit Union Ltd via the Internet. In order to assist in protecting customer information, COK Cooperative Credit Union Ltd:
- uses 128-bit encryption - one of the highest forms of encryption technology available today;
  - has implemented firewalls, cryptographic techniques and stringent internal access procedures; and
  - Constantly monitors all internal systems to ensure there has been no security attack or attempted break-in.
  - I understand that COK Cooperative Credit Union Ltd may outsource certain security measures to third party service providers including service providers located outside of the Caribbean.
4. **Use of E-mail.** If I use e-mail to communicate with COK Cooperative Credit Union Ltd, I authorize COK Cooperative Credit Union Ltd to reply to me by e-mail. This however **DOESNOT** include sending my confidential information to me at my request. If I am an individual, COK Cooperative Credit Union Ltd will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications.

5. **Risks of using E-mail.** I understand that Internet e-mail is not a secure means of communication and that COK Cooperative Credit Union Ltd does not use encryption or digital signatures for incoming or outgoing e-mail. I also understand that COK Cooperative Credit Union Ltd recommends that customers not use e-mail for any confidential purposes or share their Internet access with others. If I nonetheless choose to do so, I assume full responsibility for the risks of doing so. These risks include the possibility that, but are not limited to:
  - (a) someone could intercept, read, retransmit or alter our messages;
  - (b) e-mail messages could be lost, delivered late, or not received;
  - (c) Computer viruses could be spread by e-mail causing damage to computers, software or data. COK Cooperative Credit Union Ltd therefore recommends that all customers use up-to-date virus-checking software
  - (d) Exposure of information therein,
6. **Acting on instructions.** COK Cooperative Credit Union Ltd will not be held liable for acting on instructions and information from, or purporting to be from, me as if I had given COK Cooperative Credit Union Ltd such instructions or information in writing, until COK Cooperative Credit Union Ltd has received written notice to the contrary.
7. **Confirmation of telephone and e-mail instructions.** I acknowledge that COK Cooperative Credit Union Ltd may request that I provide confirmation of telephone and/or e-mail instructions to COK Cooperative Credit Union Ltd on the day that they are given by mailing to the COK Cooperative Credit Union Ltd office a written confirmation signed by me. COK Cooperative Credit Union Ltd may, but need not, notify me of any discrepancy between the instructions as understood by it and the written confirmation from me, provided that the failure to so notify me shall not amount to gross negligence or willful misconduct.
8. **Validity of Communications.** All my Communications that COK Cooperative Credit Union Ltd accepts from the email address submitted upon application, and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, the communication did not come from me, were not properly understood by COK Cooperative Credit Union Ltd (except for COK Cooperative Credit Union Ltd's gross negligence or willful misconduct) or were different from any of my previous or later Communications. Communications will only be valid at the COK Cooperative Credit Union Ltd Branch at which they are received.
9. **Doubts as to my Communications.** COK Cooperative Credit Union Ltd does not have to act upon any of my Communications if it is unsure whether they are accurate or are really from me or if COK Cooperative Credit Union Ltd does not understand them.
10. **Disputes with Merchants, COK Partners and Others.** If I pay bills or purchase goods or services from a merchant I must settle directly with the merchant any disputes or claims I may have. COK Cooperative Credit Union Ltd **has no responsibility for any problems or disputes with merchants, including if a merchant does not credit me for a bill payment, imposes any additional charges on me (such as late fees or interest penalties), or takes any other actions**

Although my bill payment will be withdrawn from the account I select on the date I instruct COK Cooperative Credit Union Ltd to make a bill payment, I understand that not all merchants treat payments as being received as of that date. I should give bill payment instructions several business days in advance of the date on which I wish payments to be effective. COK Cooperative Credit Union Ltd will not be responsible for processing delays by merchants or actions taken by merchants as a penalty for past due payments.

11. **COK Cooperative Credit Union Ltd's liability.** COK Cooperative Credit Union Ltd will not be responsible for any costs, damages, demands or expenses that I may incur due to COK Cooperative Credit Union Ltd's acting or failing to act upon my Communications. COK Cooperative Credit Union Ltd will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.
12. **Limitation of Liability.** COK Cooperative Credit Union Ltd will make every reasonable effort to provide me with access to my account or any services through an Electronic Access Device. COK Cooperative Credit Union Ltd will not be liable to me for any loss, costs or damages which I may incur as a result of my use of an Electronic Access Device or if access to my account or any service through an Electronic Access Device is not available or is delayed due to periods of increased volume or market activity or to allow for maintenance, updates or for any other reasonable cause. For example, and without limitation, COK Cooperative Credit Union Ltd will not be liable:
- (a) for communication malfunctions that affect the accuracy or timeliness of messages or instructions between me and COK Cooperative Credit Union Ltd and/or which prevent them from being transmitted in whole or in part;
  - (b) for delays or failures in performance resulting from acts beyond COK Cooperative Credit Union Ltd 's reasonable control including but not limited to acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters;
  - (c) if I make a mistake when inputting an instruction;
  - (d) if I fail to log off when I leave my personal computer and someone else accesses my account or any service;
  - (e) if, for any reason, I cannot access my account or any service through an Electronic Access Device or the services do not function; or
  - (f) For any harm or loss to my personal computer or any records or data.

Unless prohibited by law, I agree that COK Cooperative Credit Union Ltd's liability with respect to any claim will be limited to the face value of an item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited, and that no liability for consequential, special, incidental or punitive damages will exist or can be asserted by me against COK Cooperative Credit Union Ltd.

13. **Indemnity clause.** I will indemnify and render COK Cooperative Credit Union Ltd harmless from any claims, damages, demands and expenses that COK Cooperative Credit Union Ltd incurs (other than due to its own gross negligence or willful misconduct), including among other things all legal fees and expenses, arising from COK Cooperative Credit Union Ltd acting, or declining to act, on any of my Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by me to COK Cooperative Credit Union Ltd.
14. **Storing and Dissemination of information.** COK Cooperative Credit Union Ltd may record and store all information relating to my account in such form and by such means

as COK Cooperative Credit Union Ltd sees fit. I acknowledge that COK Cooperative Credit Union Ltd is not required to retain or return original items (other than to retain and return to me the items normally returned in accordance with COK Cooperative Credit Union Ltd's general practice) or to provide me with copies of any account statements, items or other documents. I understand that COK Cooperative Credit Union Ltd may, in its discretion and subject to availability, provide me with copies of account statements, items or other documents at my request.

- (a) COK Cooperative Credit Union Ltd may maintain a database of my electronic instructions. COK Cooperative Credit Union Ltd's records will be conclusive and binding on me in any disputes, including in any legal proceedings, as the best evidence of my electronic instructions, in the absence of clear proof that COK Cooperative Credit Union Ltd's records are wrong or incomplete. COK Cooperative Credit Union Ltd may rely on my electronic instructions as if I had given them signed and in writing.
- (b) If I request copies of any items or other documents and the originals have been transferred to some other storage medium and destroyed, I will accept copies made from that storage medium. I acknowledge that COK Cooperative Credit Union Ltd is not required to produce copies of any items or other documents if neither the originals nor any copies exist at the time my request is processed. I will pay COK Cooperative Credit Union Ltd its applicable charges for any searches I request. I acknowledge that COK Cooperative Credit Union Ltd may, however, require me to pay part of such search fees in advance.
- (c) COK Cooperative Credit Union Ltd will not share any information received or otherwise stored, with third parties except if required by law to disclose any information related to online transactions.
- (d) COK Cooperative Credit Union Ltd reserves the right to use all stored information for the purpose of demographic, customer, market and other studies for internal use only.

15. **Termination.** COK Cooperative Credit Union Ltd may terminate this Agreement at any time without notice. COK Cooperative Credit Union Ltd will have no liability for any loss or inconvenience that may result.

## **COK Cooperative Credit Union Ltd Online Banking Agreement**

I agree and acknowledge that this application, once accepted by COK Cooperative Credit Union Ltd, shall form my COK Cooperative Credit Union Ltd Online Banking Agreement.

I further agree that the COK Cooperative Credit Union Ltd Online Banking Agreement shall be governed by the above Terms and Conditions, which I have read and agreed to and which forms an integral part of this agreement.

I acknowledge that the products and the COK Cooperative Credit Union Ltd Terms and Conditions may change from time to time, and that the Terms and Conditions in effect at any point in time will be available on the COK Cooperative Credit Union Ltd website at [www.cokcu.com](http://www.cokcu.com). I agree that if I maintain my COK Cooperative Credit Union Ltd Online Banking, or otherwise use, or benefit on my instructions from the use of the COK Cooperative Credit Union Ltd Online Banking after the effective date of the change in the Terms and Conditions, I will by so doing be deemed to be aware of any such changes, and to indicate my agreement to it or them.

In order to assist COK Cooperative Credit Union Ltd in providing me with accurate and up to date services, I agree to the sharing of the information set out in this Application within COK Cooperative Credit Union Ltd, and I waive my rights of confidentiality in that regard.

I confirm that the information given in this application is true and complete.

I acknowledge that I have received, read, understood and are agreeing to the Terms and Conditions for Banking Relationship with COK Cooperative Credit Union Ltd.