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## Laborie Co-operative Credit Union Ltd Online Member Services Agreement

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NAME:

ACCOUNT NUMBER:

EMAIL ADDRESS:

I/We

\_\_\_\_\_ hereby agree to use of the Laborie Co-Operative Credit Union Online Member Services (OMS), in accordance with this Agreement, as amended from time to time. I/We understand that the agreement will be subject to the terms and conditions outlined below; and that by executing this Agreement I/We authorise the Credit Union to accept and irrevocably honour any and all instructions as set out in this Agreement.

### **In this Agreement:**

“I/We” means the authorised signatory/signatories to the account or the individual account holder who are enrolled to access the Service.

“The Credit Union” means Laborie Co-Operative Credit Union and its affiliates as may from time to time hereafter come into existence and any successors or assignees of the co-operative.

“Account” means any account which may be accessed from time to time using an Electronic Access Device.

“Business Day” means any day excluding Saturday or Sunday or a statutory holiday.

“Electronic Access Device” means any device, including but not limited to, a personal computer or handheld electronic device used to electronically access the OMS.

“Instructions” mean any transaction request received via the OMS.

“Password(s)” mean any confidential combination of numbers and or letters selected from time to time as a means of identifying the member(s) and enabling access to an account or the OMS.

“Services” means any one of the following services which the Credit Union may provide online on your instructions:

- (i) to provide account and/or transaction details;
- (ii) to transfer funds between your accounts;
- (iii) to transfer funds from any account in your name to any third party;
- (iv) relating to transactions in connection with any existing credit arrangement between the Credit Union and you.

**Notwithstanding the foregoing, the Credit Union reserves the right to first obtain verbal or written confirmation before executing any such instruments.**

### **Terms and Conditions:**

#### **Use/Instruction:**

Your Login ID and Password must be used to access the Services. Each instruction given to the Credit Union by use of the Services will be attributed to you and will have the same legal effect as if it was made in writing to the Credit Union and signed by you. You acknowledge that once an instruction is submitted to the Credit Union it is final, unless the Credit Union has received written notice to the contrary. **The Credit Union does not have to act upon any of your Instructions if it is unsure that they are accurate or are really from you or if the Credit Union does not understand them.**

#### **Payment to Third Party instruction:**

If you give instructions to pay bills or transfer funds from an Account, you acknowledge that the instructions will result in funds being withdrawn from your account on the date the instructions are given. You acknowledge that third parties may not treat payments as being received as of the date of your instructions. The Credit Union will not be responsible for processing delays from third parties.

#### **Setting Limits.**

The Credit Union may set one or more limits (dollar amounts, frequency or otherwise) for the Services from time to time and we may change these limits periodically.

#### **Prohibitions on Use:**

You will not:

- (i) access or use the Services for an illegal, fraudulent or defamatory purpose, or
- (ii) take steps or actions that could do or undermine the security, integrity, effectiveness, goodwill or connectivity of the Services of the Credit Union (including but not limited to fraudulent, malicious or other activity that threaten to harm or cause harm to any other person). The Credit Union may, in its discretion, decline or refuse to act on an instruction given by you

#### **Changes to the Services/Agreement:**

You understand that from time to time we may add, amend, all or any part of the Services of this Agreement. Any of the Services (or parts thereof) added or changed by the Credit Union will be governed by this Agreement. The Credit Union will provide you notice of the amendment thirty (30) days before such change takes effect. Notice may be provided to you through an Electronic Access Device.

#### **Security:**

You understand that the Internet is not a secure medium of communication and we cannot guarantee privacy of member information inputted on the Credit Union’s website or sent to the Credit Union via the Internet. In order to assist in protecting your information –

(a) You acknowledge that ensuring the security of your information requires that you exercise safe computing practices. You must sign out, log off, disconnect and close your browser, as appropriate, after each session in which you have accessed the Services to prevent anyone else from accessing the Services without your permission or knowledge. In addition, you agree to implement and maintain safe computing practices which will include, at least, the following security measures:

- (i) an internet browser with at least 128-bit encryption technology;
- (ii) up-to-date virus scanning software; and
- (iii) a firewall system.

(b) You must always keep your Password strictly confidential and shall take every precaution necessary to ensure that your Password(s) are not disclosed, accidentally or otherwise, to or shared with anyone else at any time. You are solely responsible for maintaining the security of your Password(s). If you know or suspect that someone else may know your Password, you must change your Password immediately and advise the Credit Union only if that change may impact your access to the Services.

**Limitation of Liability:**

The Credit Union will not be liable to you for any loss, damage, delay or inconvenience suffered or incurred by you with respect to the (i) Agreement, (ii) any instructions provided to you in connection with the Services, or (iii) use of an Electronic Access Device to access the Services (including but not limited to any delay or inability to access the Services), except in the case where there has been negligence (to be determined in light of reasonable commercial standards) on the Credit Union's part.

The Credit Union will not, under any circumstances (even if we are negligent), be liable for any loss of data, or indirect, consequential, special, aggravated, punitive or exemplary damages whatsoever, in a whole or in other part (including but not limited to any business interruption, loss of profit, data, information, opportunity, revenues, or goodwill or any other commercial or economic loss), caused to you, regardless of the cause of action, even if we have been advised of the possibility of such damages.

**Release/Indemnities:**

You will indemnify and save the Credit Union harmless from any claims, damages, demands and expenses that the Credit Union incurs (other than due to its negligence or wilful misconduct), including among other things all legal fees and expenses, arising from the Credit Union acting or declining to act on any of your instructions given under this Agreement. The indemnity is in addition to any other indemnity or assurance against loss provided by you to the Credit Union.

You will release and indemnify the Credit Union against any claim, cost and liability incurred by the Credit Union in connection with: (i) your access to the Services; or (ii) any breach by you of the terms and conditions of this Agreement.

**Fees and Charges:**

The Credit Union may charge your Accounts for any service fees or other charges that may apply at the time they are incurred. The Credit Union will give you notice of these service fees and charges and may change them from time to time providing you with prior notice. You acknowledge that these service fees or other charges are in addition to any other service fees or other charges that may apply to an Account.

**Termination of Service:**

The Credit Union may suspend or terminate the Agreement or your access to any of the Service without prior notices if there is reasonable cause (delinquent account, suspicious activity etc).

You may terminate the Agreement by notifying the Credit Union by sending an email to [info@mylaboriecu.com](mailto:info@mylaboriecu.com) with subject heading **Termination of On line Member Services** or by other written correspondence. Such termination will be effective one (1) Business Day following the Credit Union's receipt of such notice.

**Severability.**

The invalidity or enforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid or unenforceable provision shall be deemed to be severable.

**Governing Law:**

This Agreement will be exclusively governed by and constructed in accordance with the laws of Saint Lucia, and the Courts of the jurisdiction will have exclusive jurisdiction over any disputes arising in connection with the Agreement and/or Service.

**Declaration**

**I/We declare that all information provided herein is accurate.**

**I/We affirm, confirm and undertake that I have read and understood the terms and conditions for the usage of Laborie Co-operative Credit Union Online Member service and agree to be bound by same.**

\_\_\_\_\_  
MEMBER SIGNATURE (1)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MEMBER SIGNATURE (2)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LABORIE CREDIT UNION OFFICIAL

\_\_\_\_\_  
DATE

**For internal use only**

<b>AUTHORIZATION:</b>			
<b>LOGIN ID:</b>	<b>PASSWORD ASSIGNED:</b>	<b>DATE ACTIVATED:</b>	<b>ACCESS PRIVILEGES:</b> Unique <input type="checkbox"/> Group <input type="checkbox"/> Global <input type="checkbox"/>
<b>DATE EMAILED:</b>	<b>ENTERED BY:</b>	<b>VERIFIED BY:</b>	<b>REMARKS:</b>