



# Barbados Public Workers' Co-operative Credit Union Limited

## Online Banking User Agreement and Registration Form

**This Online Banking Agreement explains the terms and conditions for using this service. By registering for, and using the service you agree to the terms and conditions of service as set out below.**

**Co-Optima™ Connect** is the Online Banking service of The Barbados Public Workers' Co-operative Credit Union Ltd. This service allows you to make enquiries on your account and also to make limited transactions within your account.

At present funds cannot be moved into or out of your account. This service is available to members who are sixteen years or older.

### Definitions

The words we, us, our, the Credit Union and BPWCCUL refer to The Barbados Public Workers' Co-operative Credit Union Ltd.

The words you, your, yours and member refer to any person with an eligible account at The Barbados Public Workers' Co-operative Credit Union Ltd.

The words account or accounts mean a Barbados Public Workers' Co-operative Credit Union Ltd account for which a member has sole or joint **“OR”** ownership.

Co-Optima Connect means the BPWCCUL's online banking facility.

Eligible accounts mean accounts with the minimum qualifying shares as specified in the BPWCCUL's By-Law 21(a) and (b). These include Regular Individual accounts, Youth Savers accounts and Joint **“OR”** Personal Accounts.

### Access Limitations

Access is limited to eligible accounts at the Credit Union. Other types of accounts like non-member, business and joint **“AND”** accounts do not qualify.

### Accessing Account(s)

In order to gain access to your account(s), you must use your account number together with the temporary online access code that was used when you initially applied for this service. You must change that temporary access code immediately after accessing your account for the first time. If you fail to change your temporary access code as directed by us above and your account is

accessed by any unauthorised person or persons, the Credit Union will not be legally liable for any loss occasioned to you as a result of such unauthorized access.

The access code must be between eight (8) and twenty (20) characters long. Your access code can be created using letters or digits or a combination of letters and digits. Access codes are case sensitive.

You have access to your account(s) twenty-four hours a day and the transactions made on your account are updated right away. Notification will be given online or by other means, of any breaks in service due to maintenance, etc.

You have a personal right to use our online banking and this right cannot be transferred to anyone else. You *should not* use a shared e-mail address for this service. You are fully responsible and accountable for any lawful or unlawful use of this service, whether by you or unauthorized individuals using your personal e-mail address as confirmed to us by you, or using your access information, e.g. your access code.

#### Confidentiality of Access Code

You agree to keep your access code confidential at all times and shall not disclose it to anyone else, whether by accident or otherwise. You are solely responsible for ensuring that your access code is secure. Do not in any circumstances store your confidential access code and account number(s) together. You are advised not to use access codes that can be easily discovered, e.g.

- Your credit union account number
- Your bank account number
- Birthdates
- ATM card numbers
- Telephone numbers
- Names of family or friends

#### Access Code Changes

Members residing outside of Barbados shall be issued with an interim access code to be changed when they use the online facility for the first time. This initial code shall expire within twenty-one (21) days of its being issued.

You are encouraged to change your access code at intervals as a safety measure. Change your access code if you suspect that someone is aware of it.

#### Information Security

You understand and agree that access to our Online Banking is provided by way of the Internet and that the Internet is not a private medium of communication. The Barbados Public Workers'

Co-operative Credit Union Ltd. cannot guarantee the absolute privacy of any information transmitted to or from the Credit Union via the Internet. However, the Credit Union has taken several measures to promote the protection of member information in this online banking service, including the use of industry-standard data encryption, secure Internet protocols, network firewalls and stringent internal access procedures.

### Liability of BPWCCUL

You agree that the BPWCCUL shall not be held accountable for any loss or damages that may occur or are in any way connected to the BPWCCUL performing its obligations under this agreement, except where gross misconduct or negligence has occurred. The BPWCCUL shall not be liable for any incidental, special, consequential or indirect damages arising from but not limited to:

- The user of this service inputting incorrect information
- The user failing to log off and an unauthorized person accessing the user's account
- Payments to service providers where the due date for payment has passed
- There is a system failure and the user cannot access his/her account
- Communication malfunctions that affect the accuracy or timeliness of messages or instructions between you and the BPWCCUL and /or which prevent them from being transmitted in whole or in part.

### Limitation of Liability

The BPWCCUL seeks to provide efficient service at all times. However, the BPWCCUL will not be responsible for any damages, costs or expenses that you may incur except for our gross negligence or willful misconduct. The Credit Union's liability will be limited to the amount involved in the communication. The Credit Union will not be liable for any special, incidental, consequential or indirect damages or for loss of profit.

### System Lock Out

If you fail to enter your access code correctly after three consecutive attempts your access to this service will be locked and you must contact the Credit Union to have it restored.

### Notification to Credit Union

If you have forgotten your access code you should notify the Credit Union.

### Services

The online home banking service may be used to check balances and available amounts; view the transaction history on account records; make transfers within the account and to make bill

payments. The facility to make withdrawals and transfers out of the account, deposits into the account or transfers between different account numbers is not currently available.

### Service Fees

No fees are currently charged for using our Co-optima Connect online banking facility.

### Complaints

Queries related to your account must be made no later than sixty (60) days after a transaction has occurred on the account. This should be done-:

- By e-mailing the Credit Union at **customer\_service@bpwccul.bb**.
- By letter faxed to (246) 437-8745 (Belmont Road) or (246) 228-8586 (Broad Street)
- By visiting our offices during normal working hours.

Kindly include the following important information in your communication:

- Your name
- Your account number
- Date of the transaction
- Nature of the transaction
- Amount of the transaction
- If a bill, the type of bill and your account number with the service provider.

### Termination

The BPWCCUL may terminate access to your account(s):

- Upon receipt of a signed original Termination of Service form. Non-resident members must have this form notarized.
- Upon receiving a court order to do so, or instructions from any authorized local agency, without prior notice.
- Upon receipt of written notification of a dispute by either party to a joint “**OR**” account. The Credit Union may temporarily suspend access to the account until the dispute is settled.
- In circumstances where the member’s account does not have the required minimum qualifying shares for membership. [See By-Law 21 (a) and (b)].
- In circumstances where fraud is suspected, the member is deceased or where the terms of this Agreement have been breached.

- Under any other circumstances where the organisation deems it necessary to do so, in the interest of the member(s) and the organisation, without prior notice.

### Registration

You agree to provide true and correct information when registering for the Online Banking service.

### Disclosure

In addition to any legal requirements, some information on your account may be disclosed to other agencies, e.g. other financial institutions seeking verification; credit bureaus; hire purchase organizations, provided we hold your written permission to do so.

### Changes

The BPWCCUL reserves the right to change the terms and conditions of the Online Banking Agreement at its sole discretion. You will be notified in advance electronically or otherwise, of these changes.

You may terminate this service if you do not agree with the changes made. However, if you continue to use this service after the effective date for those changes, it will be deemed that you have accepted the changes.

### Scope of the Agreement

This Agreement does not affect any other savings, loan or other agreements in effect on eligible accounts.

This Agreement is governed by the Laws of Barbados, the Electronic Transactions Act 2001 of Barbados, the Co-operative Societies Act & Regulations, and the By-Laws and Policies of The Barbados Public Workers' Co-operative Credit Union Ltd.

### The Agreement

This Agreement shall become effective upon its receipt at the BPWCCUL's registered address ALONG with relevant signature(s) attached, and shall be governed by the laws of Barbados, and shall not be waived, altered, modified or amended as to any of its terms or provisions except as the BPWCCUL may consent thereto.

All signatories to this Agreement shall be deemed to have read or have had read to them, the terms and conditions of this Agreement, and understand the legal implications thereof and are also aware of the consequences that may result.

*Revised February 2006*



#### 4. FOR OVERSEAS APPLICANTS ONLY

I prefer to receive my login instructions by (please check one only):  E-mail  Post

#### NOTARIAL CERTIFICATE:

I ....., Notary Public in and for the Country/State/Province/County of ..... do hereby CERTIFY that on the day of the date hereof personally came and appeared before me a male/female who identified his/herself to be the within named ..... the executing party to the foregoing written documents who did in my presence duly sign, seal and deliver the same as and for his/her free and voluntary act and deed. Given under my hand and seal this ..... day of .....20.....

*PLACE NOTARIAL STAMP HERE*

.....  
Notary Public in and for the Country/State/Province/County of .....

#### FOR OFFICIAL USE ONLY

NAME OF STAFF MEMBER OPENING ACCOUNT *(please print)*:

SIGNATURE OF STAFF MEMBER OPENING ACCOUNT:..... DATE(mm/dd/yyyy):.....

NAME OF STAFF MEMBER VERIFYING ACCOUNT *(please print)*:

SIGNATURE OF STAFF MEMBER VERIFYING ACCOUNT:..... DATE(mm/dd/yyyy):.....