



ONLINE Services

Non-Member

Application form

Account Number _____

Account Name _____

Contact Number: _____

Email Address _____

Account-Holder Verification Questions:

You are required to provide responses to the questions listed below.

These questions will be used to confirm your identity in the event you may require support via telephone. Please note that failing to provide the correct response to these questions when asked will result in your inability to receive support over the telephone.

Q1. Please state your favourite fruit;

A1. _____

Q2. Please state your favourite movie;

A2. _____

Q3. Please state your least favourite beverage;

A3. _____

Q4. Please state your grandfather's name;

A4. _____

Q5. Please state your preferred genre of music;

A5. _____

DECLARATION:

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

*I accept and agree to be bound by the said Terms and Conditions including those excluding/limiting NCCU's liability as in force, and as may be amended by NCCU 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 **CU Online Service**. I shall advise NCCU immediately in the agreed manner as acceptable to NCCU, 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 NCCU, from time to time, for providing the service.*

*I understand that under the **CU Online Service**, NCCU 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.*

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 **National Co-operative Credit Union Limited**, a Co-operative Society registered in the Commonwealth of Dominica under the Co-operative Societies Act No. 15 of 1996 which head office is situated at 31-37 Independence Street, Roseau 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 Account Holder**" which expression shall include his or her personal representatives) of the Other Part.

WHEREAS:

- (i) **The Credit Union** has introduced **Online Services** (hereinafter referred to as "**the Online Services**") which allow Account Holders to perform a number of financial transactions on their Credit Union accounts linked to this service utilizing the internet.
- (ii) **The Account Holder** is desirous of utilizing the **Online Services**.
- (iii) **The Account Holder** acknowledges that he has read and understood the terms and conditions of this Agreement before signing it and before using the **Online Services**.

In consideration of **the Credit Union** providing **the Account Holder** 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 **Online Services** to conduct transactions, **the Account Holder** authorizes **the Credit Union** to debit, credit or take any required action on the Account Holder's account, as the case may be without the execution of physical documents.
- (3) All transactions carried out using the **Online Services** are subject to verification and acceptance by **the Credit Union**. This may take place later than the date on which **the Account Holder** uses the **Online Services** and will ultimately affect when transactions become effective.
- (4) **The Account Holder** 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 Account Holder** 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 Account Holder** acknowledges that the use of the **Online Services** 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 Account Holder** shall regularly monitor his account for discrepancies and such discrepancies must be brought to the attention of **the Credit Union** in writing within two (2) days of the disputed transaction.
- (8) **The Account Holder** shall not disclose his personal password to any other individual but shall keep it private and confidential at all times.
- (9) **The Account Holder** shall take every precaution to ensure the safety, security and integrity of **the Account Holder's** Account and transactions when using the **Online Services**. **The Account Holder** agrees not to leave his electronic access devices unattended while logged into any of the **Online Services** and to log off immediately at the completion of each access.
- (10) **The Account Holder** shall employ reasonable steps and precautions to protect the Account Holder's electronic access devices against loss or theft.
- (11) **The Account Holder** 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 **Online Services**.
- (12) If a third party obtains **the Account Holder's** personal password enabling him to access **the Account Holder's** account, **the Account Holder** may be liable for any transactions performed on his account.

- (13) If **the Account Holder** suspects that a third party knows his personal password, he shall immediately change it and notify **the Credit Union** in writing.
- (14) **The Account Holder** shall notify **the Credit Union** immediately in writing if any of the electronic access devices he uses to utilize the **Online Services** is lost or stolen or there is any unusual, suspicious or fraudulent activity on his account.
- (15) **The Credit Union** shall employ relevant software to safeguard its Account Holders' privacy and confidentiality. **The Account Holder** understands that while **the Credit Union** will use its best endeavours to ensure that all information transmitted or received using **Online Services** is secure and cannot be accessed by unauthorized third parties, the Credit Union does not warrant the security of any information transmitted by the Account Holder using **Online Services**. Accordingly, **the Account Holder** agrees to accept the risk that any information transmitted or received using the **Online Services** may be accessed by unauthorized third parties and **the Account Holder** agrees not to hold **the Credit Union** liable for such unauthorized access or any loss or damage suffered as a result.
- (16) **The Account Holder** 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 Account Holder may suffer arising out of **the Account Holder's** use, misuse, errors or inability to use the **Online Services** or any violation by **the Account Holder** 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 Account Holder** for monetary losses to **the Account Holder's** account relating directly from the following unauthorized transactions on **the Account Holder's** Account using the **Online Services** namely:
 - transactions that occur one business day after **the Account Holder** provided **the Credit Union** with the immediate notification required.
 - transactions where it can be shown that **the Account Holder** has been a victim of fraud or theft so long as **the Account Holder** 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**, its employees or third parties.
- (18) **The Credit Union** will not be responsible for and will not reimburse the Account Holder for losses to **the Account Holder's** Account if:
 - **the Account Holder** does not comply with the notification requirement or with any instructions provided by **the Credit Union** to **the Account Holder** in respect of **the Online Services**; or
 - **the Account Holder** engages in any fraudulent, criminal or dishonest acts in relation to the **Online Services**; or
 - **the Account Holder** accesses the **Online Services** via an electronic access device that **the Account Holder** knows or reasonably ought to know contains software that has to the ability to reveal to anyone, or to otherwise copy any of **the Account Holder's** pass words, personal verification questions or any other element of the personal password; or
 - **the Account Holder** shares his passwords or any other element of **the Online Services** with any other person.
- (19) **The Account Holder** agrees that **the Credit Union** cannot guarantee the availability of the **Online Services**.
- (20) **The Account Holder** agrees that **the Credit Union** may at its sole discretion add, remove or change any part or feature of its **Online Services** without giving the Account Holder any notice.
- (21) **The Credit Union** reserves the right to suspend use of the **Online Services** feature on **the Account Holder's** account if:
 - Incorrect Usernames and/or Passwords are used to try to access the **Online Services** feature; or
 - **The Credit Union** suspects fraud or misuse by **the Account Holder**, or **The Credit Union** suspects that an unauthorized person is attempting to access the **Online Services** 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 Account Holder** through the **Online Services** to protect the security of the Account Holder's account or **the Credit Union's** system.
- (24) **The Account Holder** 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.

(25) When required and at the request of **the Credit Union**, **the Account Holder** agrees to visit **the Credit Union** and provide additional information or execute any written documents to complete transactions.

(26) It shall be **the Account Holder's** responsibility to make timely payments to loans and other services. **The Account Holder** accepts the consequences of part payment or late payment and **the Credit Union** shall not be liable for any loss arising in these situations.

(27) **The Credit Union** shall charge fees in respect of the **Online Services** and may charge further fees in respect of each transaction provided a Schedule of Fees is communicated to **the Account Holder** or displayed on **the Credit Union's** website at any of its branches or through any other method of communication that **the Credit Union** may choose to use.

(28) **The Account Holder** authorizes **the Credit Union** to debit **the Account Holder's** Account with any service fees applicable to its **Online Services**.

(29) **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.

(30) In addition to the above charges, **the Account Holder** agrees to pay for all text, data charges or rates imposed by his internet or telephone service providers in accessing the **Online Services**.

(31) **The Credit Union** can terminate this Agreement or suspend or terminate the Account Holder's access to any **Online Services** 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.

(32) **The Account Holder** may terminate access to any of the **Online Services** by giving seven days written notice to **the Credit Union**.

(33) The parties hereby agree that the use of the **Online Services** 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 Account Holder's** last known address or displayed on **the Credit Union's** website, ATM screens, at any of its branches or any other method of communication that **the Credit Union** may desire to use.

(34) **The Account Holder** agrees that by using the **Online Services** after an amendment to this Agreement has been made by **the Credit Union**, he has agreed to that amendment.

(35) **The Account Holder** 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 Account Holder's** last known address will be treated as having been personally received by **the Account Holder**.

(36) **The Account Holder** 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.

(37) 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 Chief Executive Officer
National Co-operative Credit Union Ltd.
31-37 Independence Street, Roseau, Dominica
 or sent to the following email address:
cuonlinelegal@nccudominica.com

(38) 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.

Account Holder	Date
Witness	Date
Credit Union Representative	Date
Witness	Date