

THE COMMUNAL CO-OPERATIVE CREDIT UNION LTD.

ONLINE BRANCH DISCLOSURE AND ELECTRONIC STATEMENT CONSENT AGREEMENT

Please take time to read these terms and conditions.

Kindly print a copy for your records because when you sign on to become a member of our Online Banking family you will be deemed to have read, understood and agreed to be bound by the same.

Definitions

As used in this agreement, the words “we”, “our”, “us” and “CCCU” mean Communal Co-operative Credit Union Ltd. “You” and “your” refer to the accountholder. “Account” or “Accounts” mean your accounts at CCCU. This agreement between you and CCCU contains the terms, conditions and disclosures for your Online Branch. Your Online Branch allows you to access your debit card, deposit accounts and loans, and you are subject to the rules and regulations governing the general use of those accounts.

ONLINE BRANCH DISCLOSURE

You will automatically be enrolled in eStatements, eNotices, and Mobile Banking. All terms and conditions applicable to CCCU’s Online Banking also apply to mobile services. Web access is required to use our mobile services. Mobile service provider download and usage charges may apply. To access our Online Banking site, you will need a computer, internet access, and compliant browser software. To access or read eStatements, you must install an appropriate reader software, such as Adobe Acrobat Reader. The installation, maintenance, and operation of other software items are your responsibility. We are not responsible for any errors or failures of your computer equipment or internet connection software. Our Online Banking can be used at any time, 24 hours a day; however, certain system maintenance or malfunctions may make it unavailable at times. As with all electronic banking, security is contingent upon your responsible behavior in protecting your User ID and Password and your mobile device. You should avoid conducting any mobile or online banking transactions in view of others and should never abandon your device before your transaction is completed. You warrant and agree that you will not use CCCU accounts or services to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute an event of default under this agreement. You agree that CCCU will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s). You further agree to indemnify and hold CCCU harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use.

1. Who is Bound by This Agreement

Each person ("signer") agrees to be bound by the terms and conditions of this Agreement. If more than one person signs the Application, enters their PIN, or completes the online application, all signers are jointly and severally liable. CCCU can waive or delay enforcement of its rights as to one signer without affecting its ability to enforce its rights as to the other signers. By accessing the system, or authorizing anyone else to access the system, and/or by signing the application, you agree to be bound by the terms and conditions of the agreement.

2. How to Access Your Accounts

To access your accounts through the Online Banking, you must have your Login ID and a password. This information is requested when you enter our Online Banking webpage. For those members enrolling into the Online Branch a help document is available on the Welcome screen. The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend that you change your Online Banking access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you share your password with the joint owner of the account, your spouse, or any other individual who is not a joint owner, he or she will have full access to all share and loan account information and be able to initiate transactions available through this service.

3. Personal Identification Number (PIN)

A password is used for your protection. You agree to:

1. Not disclose the password or otherwise make it available to anyone else
2. Use the password as instructed
3. Promptly notify CCCU of any loss or theft of the password
4. Be liable for the password and for its authorized use as described in this account agreement and disclosure

4. Password Selection

You will select your own password. The password must be at least seven (7) characters long. The password must contain at least one number, plus at least one capital letter, at least one lower case letter, and a symbol such as ; !, @, #, \$, %. For your security, your password should not be any part of your social security number, address, birthday, telephone number, or other numbers which could be easily deciphered by another person. You may securely change your password at any time. You need to verify that your Confidence Word is correct each time you log in. If your Confidence Word is not correct, do not proceed and contact CCCU immediately. You cannot use email to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via email since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Online Banking service, call (473) 440 1755, or visit CCCU for these functions.

4. Services Offered

You may perform the following functions with your accounts using CCCU Online Branch:

- Transfer funds between accounts
- Obtain balance information for any of your savings, checking, loan, and certificate accounts
- Make loan payments from any of your savings or checking accounts
- Make bill payments to preauthorized creditors
- Determine if a particular item has cleared and print that item.
- Verify your recent transactions

From time to time, we will announce additional services which are available through our Online Branch. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced.

5. Consent to Electronic Delivery of Account Statements

You indicating your acceptance signify that you agree to be automatically enrolled in eStatements and authorize CCCU to discontinue sending statements via postal mail service. You will receive an account statement for each month in which there are transactions or activity on your account. Accounts with electronic activity will produce a monthly statement; all others will be generated quarterly.

You will be entitled to receive email notification of the availability of eStatement. eStatements will be available for 12 months. If you wish to retain them longer, you should download them sometime during the 12 months. You may also wish to print the statements. There are no special equipment requirements; your current printer is all you need. Although you have elected electronic delivery, you have a right to receive a paper copy of your periodic statement. To request an additional paper copy from CCCU please call us at (473) 440 1755 or toll free (315) 368- 0504. You can also write to: The Communal Co-operative Credit Union, Halifax Street, St. George. Applicable statement copy fees will be incurred. The current fee schedule is available at any credit union office location.

6. Notices

When you sign up for eStatements, you also agree to access online through our eStatement service any notices, disclosures, promotional materials, newsletters, and other such items normally included with the paper version of your periodic statement.

By subscribing to the eAlerts and eNotices feature, you acknowledge and agree that:

1. CCCU will no longer provide a paper notice
2. eAlerts and eNotices are provided solely as a convenience;
3. eAlerts and eNotices are not a substitute for periodic statements for your designated accounts or any other notices we may send you about your designated accounts, without regard to the manner in which you have chosen to receive such periodic statements or other notices;
4. Such periodic statements and other notices remain the official records of your designated accounts; and
5. Your ongoing obligation promptly to review periodic statements, notices and all other correspondence from us regarding your designated accounts and other services you obtain from us remains in full force and effect.

You agree to provide us a valid mobile phone number or email address so that we may send you alerts. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising in any manner from your providing us a phone number, email address, or other electronic delivery location that is not your own or that you provide in violation of a applicable federal, state or local law, regulation or ordinance. If you choose not to receive your notice electronically, call CCCU during business hours at (406) 248-3685. Your obligations under this paragraph shall survive termination of this agreement. It is your responsibility to determine that each of the service providers for the communication media supports the email and/or text message eAlerts and

eNotices. You agree that the eAlerts and eNotices are subject to the terms and conditions of your agreements with your service provider(s) and that you are solely responsible for any fees imposed for eAlerts and eNotices by your service providers. By electing eAlerts and eNotices delivery to a web-enabled mobile or cellular device, you agree to receive eAlerts and eNotices through that device. Message and data rates may be imposed by your service provider. The frequency of eAlerts and eNotices delivered to your mobile phone or cellular device depends upon the frequency of events triggering requested types of eAlerts and also to eNotices generated by CCCU.

You acknowledge and agree that:

1. eAlerts and eNotices may not be encrypted and may include personal or confidential information about you and your transactions, such as your name and account activity or status;
2. Your eAlerts and eNotices may be delayed, misdirected, not delivered, or corrupted due to circumstances or conditions affecting your service providers or other parties; and
3. We will not be liable for losses or damages arising from:
 - a. Any non-delivery, delayed delivery, misdirected delivery, or corruption of an eAlert or eNotice.
 - b. Inaccurate, untimely or incomplete content in an eAlert or eNotice,
 - c. Your reliance on or use of the information provided in an eAlert or eNotice for any purpose,
 - d. Any other circumstances beyond our control.

8. Termination and Suspension of Privileges

You may terminate use of the Online Banking service at any time. CCCU reserves the right to terminate your use of the Online Banking service with or without cause and at our sole discretion. We may do so immediately, including but not limited to, if:

- You or any authorized user of your account breaches this or any other agreement with CCCU (includes account abuse or overdrafts);
- We have reason to believe that there has been or might be an unauthorized use of your account; or you or any authorized user of your account requests that we do so.

We reserve the right to cancel access to the Online Banking if services have not been used within any six month time period.

9. Change in Terms

If CCCU changes a term or condition originally disclosed to the member in a way that restricts the services available, increases fees or charges, increases the member's liability, or places stricter limits on the dollar amount or frequency of transfers permitted, CCCU must mail or deliver to the member a written notice of the change at least 30 days before the change becomes effective. CCCU need not give prior notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or and computer system. For example, if a credit union determines that a security risk exists and must therefore restrict a member's ATM access to his or her accounts. If, however, the change is made permanent, subsequent notice must be given, unless

continued secrecy is essential to maintain the security of the system. For example, CCCU need not notify the member that certain limitations will not be in effect during periods when the system is offline.

10. Fees

CCCU online banking service is free of charge. However, CCCU reserves the right to initiate fees or review pricing at any time upon proper notification to you. Your internet service provider charges will apply for access to the internet via its server.

11. Online Transactions

All transactions with our Online Banking service are reflected immediately on your account. If the system is down and unable to post your transaction you will see a notice on the screen. We reserve the right to refuse any transaction, including, but not limited to:

- Withdrawal upon insufficient or non-verified funds
- Withdrawal to lower an account below a required balance
- The pin was entered incorrectly
- Funds that committed for a prior transaction.
- The money in your account is subject to an uncollected funds hold, legal process, or any other encumbrance or agreement restricting a transaction;
- The failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.
- There may be other exceptions not specifically mentioned above.

12. Disclosure of Account Information to Third Parties

CCCU may disclose information about you or your accounts to third parties when:

- it is necessary to complete the transaction;
- Required to comply with government agency, court order or subpoena and any other legal process
- Permission is granted by you

13. Protecting Children's Online Privacy

We do not knowingly collect, nor is our Online Banking site designed or directed to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom we know to be under the age of 13 send personal information to us, we will only use that information to respond directly to that child, seek parental consent or provide parental notice.

14. Your Liability for Unauthorized Transactions

You shall tell us IMMEDIATELY if you believe your password has been lost or stolen and immediately change your password from within the Online Banking website

15. How to Notify Us

If you believe your password has been lost or stolen or someone has accessed or may have accessed money from your account(s) without your permission, Call us at (473) 440 1755 or toll free from North America at (315) 368 0504.

You can also mail us at:

The Communal Co-operative Credit Union
Halifax Street
St. George
Grenada

16. Business Hours

For purposes of these disclosures, our lobby hours are Monday – Thursday 8 am to 5 pm and Friday 8:00 am – 5:30 pm. We observe all public holidays.

17. Error Resolution

In case of errors or questions about Online Branch or your statement, or if you need more information about a transfer listed on the statement, call or write us at the telephone number or address listed in this disclosure. We must hear from you no later than 60 days after we send the first statement on which the problem or error appeared. If you contact us orally, we may require that you send us your complaint or question in writing within (10) business days. If you contact us via mail, please be sure to include:

1. Your name and account number
2. The error or the transfer you are unsure about, and explain as clearly as you can why you believe it is error or why you need more information
3. The dollar amount of the suspected error

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not re-credit your account. If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation and your account will be adjusted accordingly. You may ask for copies of the documents that we used in our investigation. If you give notice of an error within 30 days after you make the first deposit to your account, notice of an error involving a point-of-sale (POS) transaction, or notice of an error involving a transaction initiated outside Grenada, we will have 90 days instead of 45 days to investigate the error.

18. Financial Information

You shall inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Online Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

19. Assignment

You may not assign this agreement to any other party. CCCU may assign this agreement to any present or future, directly or indirectly, affiliated company. CCCU may also assign or delegate certain of its rights and responsibilities under this agreement to independent contractors or other third parties.

20. Modification of Terms

We may modify the terms of this Agreement, from time to time, at our discretion, by notifying you of such modification in writing or electronically. Your use of Online Banking, after notification of any modification, constitutes your acceptance of the modification.

21. Attorney's Fees and Costs

In the event that any unlawful action on your part or breach of this agreement results in costs expenses or liability to CCCU its employees, affiliates, agents and technology partners you shall indemnify and hold CCCU's employees, affiliates, agents and technology partners harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of Online Branch and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

22. Waiver

We may choose to not enforce or delay enforcement of any of our rights under this Agreement, without losing said rights.

23. Relationship

This Agreement shall not be construed to create, in any way, any joint venture or partnership between the parties.

24. Default and Remedies

In the event of a breach or default or failure in performance by you, of any obligation or term of this Agreement, we shall have all rights and remedies provided at law or in equity.

25. Affect of Partial Invalidity

The invalidity of any provisions of this Agreement shall not affect the validity or binding effect of the remaining provisions, and such provision shall be more narrowly construed to the extent necessary for it to be valid, or such provision shall be deemed to be deleted, and the remainder of the Agreement shall be enforceable according to its terms.

26. Other Agreements

Except as stated otherwise, no terms or conditions of any other agreement, you may have with CCCU, will be altered or amended.

27. Security

You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your eStatements for each of your accounts as soon as you receive them. You

agree to protect the confidentiality of your account and account number, and your personal identification number and/or password. You understand that personal identification by itself, or together with information related to your account, may allow unauthorized access to your account. You agree that CCCU IS authorized to process any instructions received under your passwords and that these procedures are commercially reasonable. For security and privacy reasons, data transferred via eStatements is encrypted.

28. Hardware and Software Requirements

To access your eStatements, you will need a computer, internet access, and compliant browser software. You must also install an appropriate reader software, such as Adobe Acrobat Reader. The installation, maintenance, and operation of other software items are your responsibility. We are not responsible for any errors or failures of your computer equipment or internet connection software. If there is a change in hardware/software requirements associated with this service, we will notify you and provide an explanation of the updated hardware/software requirements. It is your sole responsibility to ensure your personal computer and related equipment is compatible with and capable of operating in a manner that allows you to utilize the eStatement Service. If you cannot meet the requirements for any reason, you have the right to withdraw your consent at that time at no cost to you. Withdrawing your consent will terminate your eStatement service.

29. Exclusion of Warranties

This service and related documentation are provided “as is” without any warranty of any particular kind either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for particular purpose.

30. Alterations and Amendments

The terms of this agreement, applicable fees, and service charges may be altered or amended by CCCU from time to time. In such event, CCCU shall send notice to you at your address as it appears on CCCU records. Any continuation of the service after CCCU sends you a notice of change will constitute your agreement to such change(s). Further, CCCU may, from time to time, revise or update the CCCU program, services, and/or related material(s) rendering prior versions obsolete. Consequently, CCCU reserves the right to terminate this Agreement as to all such prior versions of the CCCU programs, services and/or related material(s) and to limit access to CCCU n’s more recent versions and updates.

31. Termination

You may withdraw your consent to receive eStatements by notifying us in writing or through the Statements tab within your Online Branch. When you notify us in writing, it may take up to thirty (30) days from receipt of your written notice of cancellation to receive your next printed statement.

You also agree that we can terminate your eStatements and revert to printed mailed statements for any reason at any time.

32. Disclaimer of Warranties and Limitation of Liability

You agree that CCCU shall not be held liable in any manner, if you are unable to gain access to CCCU's website or eStatements, from time to time. You understand that some or all of eStatements services and/or other system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond CCCU's control.

WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ESTATEMENTS SERVICES, PROVIDED TO YOU UNDER THE AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT ESTATEMENTS SERVICES WILL OPERATE WITHOUT ERROR OR THAT ESTATEMENTS WILL BE AVAILABLE AT ALL TIMES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE REQUIRED BY LAW, YOU AGREE THAT RCU AND RCU'S EMPLOYEES, AFFILIATES, AGENTS AND TECHNOLOGY PARTNERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THE AGREEMENT OR BY REASON OF YOUR USE OF ESTATEMENTS SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY OR ANY OTHER LEGAL THEORY.

33. Modification of Terms

We may modify the terms of this Agreement, from time to time, at our discretion, by notifying you of such modification in writing or electronically. Your use of eStatements, after notification of any modification, constitutes your acceptance of the modification.

34. Paragraph Headings

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

Please note that continuing to enrolment is an indication of acknowledgement that you have read, and do hereby accept the terms and conditions contained in this Online Banking Disclosure and the Electronic Statement (eStatement) Consent Agreement.