Manchester Co-operative Credit Union (1977) Limited

Internet Banking Agreement

This Agreement between Manchester Co-operative Credit Union (1977) Limited, also referred to as "the Credit Union" and You, _____ a member of the Credit Union, on _____ governs the use of the financial institution's Internet Banking services, also referred to as "online banking." By using online banking, you agree to the following terms and conditions of this Agreement, which supplement the deposit account terms in Article IV of the Credit Union's Rule Book.

A. Password

Your password is used to identify you when accessing the internet banking system. Because your password can be used to obtain information and access money in your account, you should treat your password with the same degree of care and secrecy, that you use to protect your personal identification number ("PIN") or other sensitive personal financial data. You agree not to give your password, or make it available, to any person. The Credit Union will not accept responsibility if you have shared your password with anyone.

You can change your password at any time. For your protection however, you should memorize your password and not keep any notation of (them) it on or with your computer. Your password should be a maximum of eight (8) characters (; this) and must contain at least one (1) numeric and one (1) upper case character. You should not use your debit card personal identification number ("PIN") as your password. You authorize the Credit Union to follow your instructions and absolve the Credit Union from any liability arising from the Credit Union following your instructions / entered through the service using your password.

B. Limitations on frequency of transfers

You may use the internet banking service as often as you want. Internet transfers must not exceed the available balance in the account on the day the transfer is made.

C. Liability for failure to complete internet banking transactions

If the Credit Union does not complete a personal internet banking transaction on time or in the correct amount according to this agreement with you, the Credit Union will be liable for your losses or damages caused by such failure but not for any special or consequential damages, unless required by applicable law. However, there are some exceptions: The Credit Union will not be liable for any indirect, incidental, special or consequential damages if a transaction failure was not intentional and resulted from a bona fide error, notwithstanding the Credit Union's procedures to avoid such errors. For example:

- If you do not have enough available funds in your account to make your transfer.
- If your computer or modem malfunctions, whether or not you knew about the malfunction when you started the transfer or payment, the Credit Union shall not assume responsibility for malfunctions in communications facilities not under the Credit Union's control that may affect the accuracy or timeliness of messages you send.
- If the web browser or the processing center of the Credit Union or its agent that is used for internet banking is not working properly and you knew or were advised by the Credit Union or its agent about this when you made the internet banking transaction.
- If circumstances beyond the Credit Union's control (such as fire, flood, computer failure or interference from an outside force) prevent the personal internet banking transaction from being properly made or completed.
- If your password and your username have been reported lost or stolen or the Credit Union has reason to believe that the personal internet banking transaction is unauthorized.
- If the transaction would violate any applicable provision of any risk control program or applicable policies, procedures or practices, or government regulations.
- If the Credit Union has reasonable cause not to honor an instruction for the Credit Union's protection or for yours.
- If your Personal Internet Banking access has been suspended.
- If the funds in your Account are subject to legal process or other encumbrance restricting the transfer.
- There may be other exceptions not stated in the Credit Union's agreements with you.

D. Email Address Maintenance

It is your responsibility to notify the Credit Union if you change your email address. Unless otherwise prohibited by law, rule or regulation, if the Credit Union's email to you is returned as 'Undeliverable,' the Credit Union may discontinue sending email messages.

E. Telephone number and addresses

Should you have a comment, a concern on your account, you should notify the Credit Union immediately by dialing 1-876-962-0401 or you may write to:

The Administration Department
Manchester Co-op Credit Union (1977) Limited
2 Main Street
Mandeville, Jamaica

Emails can also be sent to: admin@manchestercreditunion.com

F. Recording of phone calls and e-mails
You authorize the Credit Union and its agents to record or copy any phone calls made to or e-mails sent to the Credit Union concerning internet banking.

G. Authorization to Obtain Information
You agree that the Credit Union may obtain information regarding your Payee accounts (if they are members) in order to facilitate proper handling and crediting of your payments.

H. Fees and Charges
You will pay service fees or other charges applicable to your access to and use of specific services. The Credit Union will 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.

I. Changes to the Terms of the Agreement
The Credit Union may change this agreement by sending to you an e-mail notice, mailing to you a notice or posting a notice of such change in the Credit Union branch where you maintain your account. However, if the change results in increased or new fees or charges, increased liability for you, fewer types of available internet banking services, or stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made immediately for security reasons, at least 30 days notice must be given before the effective date of the change.

J. Other rules
Personal internet banking transactions are also subject to the Credit Union account agreements and rules, and your access and use of internet banking is also subject to these terms and conditions.

K. Limitation of liability
Except as specifically provided in these terms and conditions or where applicable law requires a different result, neither the Credit Union nor its service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an internet browser provider, or by an internet access provider, by an online service provider or by an agent or subcontractor for any of them, nor will the Credit Union or its service providers or other agents be responsible for any direct, indirect, special, or consequential economic or other damages arising in any way out of your access to or use of, or failure to obtain access to personal internet banking check registers.

L. Indemnification
Except to the extent that (we are) the Credit Union is liable under these terms and conditions or an agreement that governs an account of yours, if you are the owner of an account, you agree to indemnify and hold the Credit Union, its directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of the Manchester Co-operative Credit Union (1977) Limited's internet banking service.

M. Suspension & Termination of Service
Either you or the Credit Union may terminate delivery of service without notice. You may cancel your access to the internet banking by notifying the Credit Union by written correspondence. The Credit Union may cancel your internet banking access without prior notice if there has been no internet banking activity for a period of 6 consecutive months. The Credit Union shall have the right, at its sole discretion to (i) limit your use of the service; (ii) suspend your use of the service; (iii) terminate your use of the service and cancel this agreement, for any reason, at any time.

N. Assignment& Severability
The Credit Union may assign its rights under this agreement to a company affiliated with the Credit Union or to any other party.In the event any one or more of the provisions of this agreement is held to be unenforceable under the laws of the applicablejurisdiction; the validity, legality and enforceability of the remaining provisions (or any remaining part of such provision or provisions) shall not be in any way affected or impaired thereby.

O. Governing Law
This agreement shall be governed by the laws of Jamaica and any other applicable regulations.

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Member's Signature **Date**

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Authorizing Officer **Date**