

## CONDITIONS FOR OPERATION OF ACCOUNTS

THE UNDERSIGNED (the Client) for valuable consideration hereby agrees with JMMB BANK (the Bank) that the operation of each account which the Client now or hereafter has with the Bank at any branch or office of the Bank and the carrying on of other banking business by the Client with the Bank at any branch or office shall be subject to the following terms and conditions:

### 1. USE OF AGENTS AND TRANSMISSION SYSTEMS:

- a) The Bank may use the services of any correspondent or other entity or any funds transfer method or system as it may deem best in doing any act or thing in the course of or in connection with the banking business of the Client. Such correspondent or entity, in providing such services, and the Bank, in using such services or funds transfer methods or systems, shall be deemed the agent of the Client.
- (b) The Bank shall not be liable to the Client by reason of:
  - (i) any act or omission of such correspondent or other entity in the performance of such services or the failure of any such funds transfer method or system due to any reason beyond the reasonable control of the Bank, or
  - (ii) the loss, destruction or delayed delivery of any instrument, security, certificate, document, instruction or signal of any kind while in transit or while in the possession or control of a person other than the Bank.
- (c) The Bank shall not be liable to the Client for any delay in completing or failure to complete any funds transfer instructions:
  - (i) through the use of any funds transfer method or system for any reason not within the reasonable control of the Bank, or
  - (ii) due to any chronology in handling funds transfer instructions by the Bank or any other party or system.

### 2. CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS:

- (a) The Bank may charge against any account of the Client:
  - (i) the amount of any instrument drawn, made, accepted or endorsed by the Client which is payable at any branch or office of the Bank or in respect of which the Bank must reimburse a third party.
  - (ii) the amount of funds instructed by the Client to be transferred to a third party or another account;
  - (iii) the amount of any instrument cashed or negotiated by the Bank for the Client or credited to the Client's account for which payment is not received by the Bank;
  - (iv) the amount credited to any account of the Client pursuant to any instruction to transfer funds whether by the Client or third party, howsoever implemented, which is reversed in whole or in part for any reason or in respect of which settlement is not received by the Bank; and
  - (v) any other indebtedness or liability of the Client to the Bank, together with any expenses incurred by the Bank in connection there with, whether or not the charging of such amount against any account of the Client creates or increases an overdraft.
- (b) The Client shall be and shall remain liable to the Bank in respect of each such amount so charged and hereby promises to pay on demand any overdraft, together with interest and interest on overdue interest thereon at the interest rate charged by the Bank from time to time on overdrafts. In any event, the Bank reserves the right to receive any instrument payable or endorsed to the Client as a collection agent for the Client and to delay crediting any account of the Client with the amount of such instrument or the amount referred to in a funds transfer instruction pending collection upon such instrument or settlement of net position of participants in any funds transfer systems, as applicable. The Client agrees to pay service charges at the usual rates charged by the Bank from time to time for services normally provided in connection with the operation of any account of the Client, unless otherwise agreed, and to pay such other charges as may be agreed upon by the Client and the Bank for such other services as the Bank may provide to the Client from time to time and the Bank is hereby authorised to debit any of the Client's accounts with the amount of such charges.

### 3. VERIFICATION OF ACCOUNT:

- (a) Upon receipt from the Bank from time to time of a statement of account of a Client, the Client will check the credit and debit entries in the said statement and examine all cheques and vouchers included therewith;
- (b) The Client will within thirty days of the delivery of a statement to the Client, or within thirty days of the mailing thereof to the Client, notify the Bank in writing of any errors or omissions therein or therefrom;
- (c) At the expiration of the said thirty days, except as to any errors or omissions of which the Bank has been so notified, and except as to any amounts improperly credited to the Client's account, it shall be finally and conclusively settled in all respects, as between the Bank and the Client that:
  - (i) the amount of the balance shown in such statement is true and correct,

- (ii) the said cheque and vouchers are genuine,
  - (iii) all amounts charged to the said account are properly chargeable to the Client,
  - (iv) the Client is not entitled to be credited with any amount not shown on the said statement,
  - (v) the Bank is totally and irrevocably released from all claims by the client in respect of any and every item in the said statement and
  - (vi) the Client fully and completely acknowledges that the Client will have no further action against or recourse to the Bank in respect of the debit entries in the said statement, and all cheques and vouchers included therein.
- (d) Nothing herein contained shall preclude the Client from later objecting to payments made on unauthorized or forged endorsements provided notice in writing is given to the Bank forthwith after the Customer has acquired knowledge thereof.

4. VERIFICATION OF TRANSMISSION OF FUNDS:

- (a) With respect to any funds transfer implemented by or through any transmission system, the Client shall review promptly the written or electronic notification or transfer sent to the Client by the Bank after each transfer and promptly, and in any event within twenty-four hours of receipt or deemed receipt of same, report to the Bank any discrepancy or objection concerning transfer. The Client expressly agrees that the failure to promptly report any such discrepancies or objections shall relieve the Bank of any liability with respect to such discrepancies or objections.
- (b) Such notifications may be sent to the Client by mail at its last known address and shall be deemed to have been received four business days subsequent to mailing or by electronic notification to the Client and shall be deemed received twenty-four hours subsequent to sending such notification. Any delay due to an interruption in any authorized service shall extend the date of deemed receipt commensurately.

5. FORGERY AND UNAUTHORIZED SIGNATURES:

- (a) The Client shall:
  - (i) maintain systems and controls sufficient to prevent and detect thefts of instruments or loss due to forgeries or fraud involving instruments; and
  - (ii) monitor the conduct of employees and agents having banking functions.
- (b) The Bank shall not be liable for any loss due to a forged or unauthorized signature, unless the customer proves that
  - (i) the forged or unauthorized signature was made by a person who at no time was the Client's employee or agent;
  - (ii) the loss was unavoidable despite compliance with 5 (a) above and
  - (iii) the loss was unavoidable despite steps to prevent forgery, unauthorized signature and any loss resulting therefrom.

6. LIMITATION OF LIABILITY:

- (a) Notwithstanding any oral or written advice from any person respecting the purpose of any instrument or instruction, the Bank shall not be liable for any consequential or special damages.
- (b) The Bank shall have no responsibility or liability to any person for any reduction in any account due to taxes or depreciation in the value of the funds credited to the account, or for the unavailability of such funds due to restrictions on transfer, payment or convertibility, or due to any restrictions, involuntary transfers, distress of any character, exercise of military or usurped power or any other cause beyond the control of the Bank.

7. DISCLOSURE OF INFORMATION:

The Bank may disclose any information about the Client and the Client's accounts:

- (a) in response to credit inquiries;
- (b) if the Bank in its discretion deems such disclosure necessary or desirable;
- (c) pursuant to legal process or subpoena and
- (d) if disclosure is necessary to protect the Bank's interest.

The Client hereby consents to and authorizes any such disclosure, and the Bank shall not become liable by reason of the giving of any such information or of its being inaccurate or incomplete.

8. GOVERNING LAW

The Agreement and any account of the Client with the Bank shall be governed in all respects by the law of the Republic of Trinidad and Tobago.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# CUSTOMER APPLICATION FORM

AUTHORITY TO DISCLOSE INFORMATION TO

CREDIT UNION

TO: JMMB BANK

I/We refer to the Mandate between JMMB Bank and me governing the operation of my Savings – the Credit Union Account(s) and Visa Debit Card(s) and any other facilities or banking arrangements with JMMB Bank.

I/We the undersigned instruct JMMB Bank that until you receive written directions from me to the contrary to make available to \_\_\_\_\_ Credit Union, any information held by JMMB Bank regarding my Savings – the Credit Union Account(s) and Visa Debit Card(s) and all such matters and transactions as may arise in the course of business out of the operation of my Savings the Credit Union Account(s) and Visa Debit Card(s) as \_\_\_\_\_ Credit Union may require at any time for which this shall be sufficient authority to you. This authority if not revoked in my lifetime shall be binding on my personal representatives until you receive written notice of my death.

I/We will not hold JMMB Bank liable for any loss or damage whatsoever or howsoever whether direct or indirect including all or liability for consequential loss or damage caused by the disclosure to \_\_\_\_\_ Credit Union as I hereby authorise.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature

Witness \_\_\_\_\_

Witness \_\_\_\_\_

## CUSTOMER INFORMATION

CREDIT UNION CUSTOMER #

BRANCH

TITLE (Mr./ Ms./ Mrs./ Dr./ Rev. )

SEX

LAST NAME

FIRST NAME

BIRTH DATE

(dd/mmm/yyyy)

RESIDENTIAL ADDRESS:

STREET

CITY

HPHONE

MOBILE

COUNTRY

EMAIL

(own/rent)

EMPLOYER

ADDRESS

B PHONE

B FAX

POSITION

EMPL DATE

(dd/mmm/yyyy)

ID DETAIL

PP/DP/ID

PP/DP/ID

MOTHER'S MAIDEN NAME

(SURNAME ONLY)

PLACE OF BIRTH