

TERMS AND CONDITIONS

VM EXPRESS ONLINE, MOBILE AND VIDEO BANKING

It is agreed and understood by the named **VM Express Online User** (“**the User**” “**You**” and “**Your**” “**Accountholder**”) **AND The Victoria Mutual Building Society** (“**VMBS**” or “**the Society**”) a Building Society duly incorporated in Jamaica under the Building Societies Act, with its Chief Office located at 8-10 Duke Street, Kingston, that the following terms and conditions are binding on the parties and form part of any previous Service Agreement governing the operation of VMBS account(s) held by the User.

1. Definitions

Unless the context requires a different interpretation, the following terms shall have the meanings below, and references to the masculine include the feminine and references to the singular shall also include the plural and vice-versa:

“**Access Data**” means the data issued or re-issued by VMBS in the name of the Accountholder(s), his or her Attorney or in the names of both the Accountholder(s) and the authorized Attorney, which allows the User access to designated accounts and to authorized VM Express Online services Mobile and Video Conferencing (“VM Online”).

“**Account**” means any account held by the User at VMBS, whether individually or jointly with any other person.

“**Accountholder**” means the User and may be an individual, corporation, partnership, association or sole proprietor who holds an account with VMBS whether solely or jointly with others.

“**Bank Mail**” means a messaging service accessed only through VM Express Online that allows exclusive two (2) way communication between VMBS and its customers. It may be used to seek general information or responses to queries.

“**Business Day**” means a day other than a Saturday, Sunday, excluding banks holidays in Jamaica.

“**VM Express Online User(s)**” or “**the User(s)**” means the authorized Accountholder(s) issued with valid access data, security codes or other means established by VMBS to access the VM Express Online services whether through computer, mobile phone or other electronic device offering internet connection.

“**Designated Accounts**” means any account which is available to the Accountholder through VM Express Online as a result of the required access being granted by VMBS.

“**Electronic Communication**” is defined in the Electronic Communication Indemnity Form.

“**Instructions**” means any communication or information from, or which purports to be issued by the User By any of these methods of communication:

- a) e-mail address or any other messaging services;
- b) telephone, facsimile,
- c) mobile phone or any other electronic device via the Internet
- d) video conferencing

“Online Services” means financial transactions carried out by the User via the Internet through VM Express Online whether through computer, mobile phone or any other electronic device, video conference and may also be referred to as internet banking or web banking.

“Financial Transactions” means any instruction, or communication, issued by the User to the Society to carry out changes to the User’s account.

“PIN” means personal identification number and is a security code used for verifying Your identity.

“Security Codes” means the numbers, letters, symbols or any other characters which are combined to provide the User with exclusive, private and confidential access to any electronic financial services offered by the VM Group and are used to verify the identity of the User and includes any security question, user ID and/or password or other authentication controls assigned to the User by VMBS selected by the User for the purpose of logging on to VM Express Online. In the instance of You accessing VM Express Online via Your mobile phone or other electronic device, Security Codes shall include the Your Biometrics used to access to Your mobile phone or other electronic device.

“Text Messages” is the transfer of short messages between two or more mobile devices and include “SMS” (short messaging system) messages.

“VMBS” or **“VM Group”** means The Victoria Mutual Building Society and may include its Subsidiaries.

I. Description of Agreement

2. Scope

This Agreement governs the use of VM Online to access designated accounts and utilize a range of online financial services through the use of any compatible devices capable of facilitating access to VM Express Online services through the Internet. Users should read the terms and conditions carefully.

This Agreement does not replace Your obligations under any pre-existing Agreements with VMBS governing the proper operation of accounts, but shall be in addition to and must be read together with such Agreements.

VMBS, in its sole discretion, has the power to cancel or suspend the Security Codes and other Access Data without prior notice to the User.

3. Acceptance of Terms and Conditions

Use of the Access Data and/or Security Codes for any online services provided by VMBS will be deemed an acceptance of and agreement with these Terms and Conditions by the User. By virtue of this Agreement, the User agrees to carefully read all updates and notifications related to the VM Express Online, posted from time to time on the Internet or the Society’s website.

Use of Video Conferencing Services

You must comply with the technical and security requirements that we establish regarding VMBS video banking platform that may be revised from time to time.

Use of the Mobile Banking App

You must comply with the technical and security requirements that we establish regarding VMBS mobile banking that may be revised from time to time.

We confirm that there is no contractual arrangement or relationship between VMBS and Your internet service provider, mobile carrier, or any third party provider of video conferencing solutions. Any arrangement with You and Your mobile service provider or your third party provider of video conferencing solutions is solely between You and such third party providers.

You confirm that all charges and costs associated with the use of Your mobile phone or other electronic device is for Your expense and that You are responsible for the payment of such costs incurred.

VMBS is authorized by the User to accept any verbal or electronic instructions given by the User to VMBS and it is agreed and understood that the User shall be responsible for any such verbal or electronic instructions given by the User through VM Express Online to the same extent as if those instructions were signed, written instructions from the User to VMBS.

Where a Designated Account is a joint account, it is agreed and understood that VMBS may act on the verbal, written or electronic instructions of any one of the authorized Accountholders in accordance with the account mandate.

VM Express Online and its related systems, security codes and other features are not to be used for any purpose which is illegal, defamatory, or may cause actual or threatened harm to other Users or which jeopardizes or threatens to jeopardize the security and integrity of VM Express Online and/or its related systems. By accepting these Terms and Conditions, the User agrees and understands that the use of VM Express Online requires strict adherence to and observance of the VMBS Privacy and Security Policies.

VMBS may at its discretion and without prior notice to the User, monitor and record any or all instructions and conversations conducted through electronic communication systems between the User and any employee or agent of VMBS. Any tape recording, transcript of a tape, reproduction, computer-generated copy or photocopy of the foregoing or of any original document may be relied on as evidence in legal proceedings and as valid proof of the contents contained therein.

4. Online Services, Instruction and Transactions

- (a) Online services may include bill payments, internal fund transfers, wire transfers, account balance enquiries and transaction history, requesting email or cellular phone alerts and such other services advertised and offered through any of the companies within the VM Group and offered through VM Express Online from time to time.
- (b) All fees and rates which may be displayed by VM Express Online are subject to change from time to time. You will be notified of any change to our existing fees and charges at least 45 days prior to implementation of such change.
- (c) Applicable fees and rates, including foreign exchange rates or currency conversions based on foreign exchange rates, must be confirmed with our Member Engagement Centre.
- (d) All Instructions and transactions may be subject to monetary limits established by VMBS from time to time.

5. Effective Time of Transactions

- a) Bills are not paid in real-time. As a general rule and to the extent possible, all deposits made or payments or other transactions requested shall take effect within **three (3) business days** after a request is made for the requisite deposit, payment or other transaction, subject to any applicable periods for the clearing of instruments being deposited to a Designated Account.
- b) Where there are instructions to transfer available funds from one Designated Account to another Designated Account, VMBS shall process same to the extent possible, within **one (1) business day** of the instruction, subject to any applicable periods for clearing of instruments being deposited to a Designated Account.
- c) Instructions for third parties: Timing for payment of requests
 - i) VMBS may at its discretion introduce online services to enable payments to third parties and will inform the User of how to apply for such services, if any.
 - ii) As part of the due diligence and verification process, it is understood and agreed that VMBS may obtain information in respect of Users from third parties, including but not limited to utility companies.
 - iii) Subject to the availability of the service, the User may direct that payments to third parties are to be made as a one time or recurring transaction. VMBS can direct that a one-time payment be processed by VMBS on a particular day (subject to cut-off times for payment instructions described in these Terms and Conditions). Recurring payments may be scheduled to take place daily, weekly, fortnightly, monthly, bi-monthly, quarterly, half-yearly and yearly.
 - iv) Notwithstanding the time frame set by VMBS, where the third party payment services are offered through VM Express Online, the User should take into account the additional time required for a payee's bank to receive the payment and credit it appropriately. Some third party payees may take up to **three (3) business days** or longer periods to process a payment.
Therefore, as a precaution, the User **should allow at least five (5) business days** between the date on which VMBS processes the payment and the day on which You wish the payment to be credited to a third party payee (including payments to VMBS) or the actual payment due date. If the User fails to allow adequate time or if the third party payee or its bank fails to act with diligence to credit the payment made available to it, the User will be fully responsible for all late fees, finance charges, or other action taken or charged by the third party payee and any other adverse consequences of late payment.
 - v) Bill payments submitted on a weekend or public holiday (including scheduled future dated bill payments) will not be posted to the User's payee account until the next business day.
 - vi) Bill payments submitted after 7:00 p.m. (Eastern Standard Time) Mondays to Fridays will not be posted to the User's payee account until the next business day and account balances and account history will not be updated until the next business day.

- vii) The User can verify that online payments have been processed by VMBS or refer to the monthly account statement for payment details.
6. **Service Charges.** VMBS reserves the right at any time to publish, revise and charge transaction fees for services completed through VM Express Online from time to time. You will be notified of any change to our existing fees at least 45 days prior to implementation of such change.
 7. **Service Hours.** VMBS will use its best endeavours to have VM Express Online available 24 hours a day, 7 days a week, each day of the year, except during system maintenance and upgrades or where there are service interruptions caused by circumstances beyond the control of VMBS.

8. **Transaction Limits**

VMBS reserves the right to set, introduce or vary transaction limits for the use of its VM Express Online services, including limits on the number and/or monetary value of transactions (including withdrawals) that may be carried out within a designated period by a particular VM Express Online User or on particular accounts.

In this regard, VMBS may obtain information from third parties, including a credit bureau or credit agency or such other body which can assist with verifying the User's creditworthiness, and do any other due diligence checks for the purposes of verifying the transactions or other aspects of the relationship. Such transaction limits may change from time to time without prior notice. It is the responsibility of the User to check changes in transaction limits.

All transactions conducted by the VM Express Online User are subject to the availability of funds in the applicable account. In the event that the applicable account has insufficient funds the transaction will not be processed.

9. **The User's duty to protect Access Data and Security Codes**

The User has ultimate care and control of the Access Data and/or Security Codes and agrees to take every reasonable precaution to keep them safe and confidential, including using complex passwords, not keeping written records of security codes or volunteering such information to others. The User agrees not to give or make the Security Codes and/or Access Data available to unauthorized individuals. The User will be held responsible for any payment which he/she authorizes on VM Express Online using the Access Data and/or Security Codes.

10. **Lost or Stolen Access Data or Security Codes**

Where a User believes that his Access Data and/or Security Codes have been lost or stolen or that someone may attempt to use the VM Express Online services without consent or has transferred money without permission, the User must notify VMBS at once by contacting the Member Engagement Centre at the published numbers during customer service hours.

11. **Express Online User's Responsibilities**

VMBS does not hold itself liable to Users for transactions which take place in circumstances of fraud, theft, intimidation, force or trickery. Such incidents must however be reported to VMBS **within 24 hours** of the incident's occurrence to minimize the actual or potential losses to the affected person(s) AND the User and any other affected person(s) agree to cooperate fully with VMBS in respect of any subsequent investigation.

The User shall ensure that the video conference is conducted in a secure location to maintain confidentiality of the conversation and to prevent interception of the information being communicated to VMBS Employees or Agents.

The User is responsible for ensuring that his/her computer or any other device used to access VM Express Online on the internet is adequately secured with the appropriate security codes and must ensure that he/she is aware of the steps to be taken to mitigate the risks associated with using online services. The User must familiarize himself or herself with the VMBS Privacy and Security Policy located on our **VM Express Online** website and is responsible for all transactions which take place on his/her account completed through VM Express Online, including:

- a) The use of the Access Data and/or Security Codes by the User or any person to whom the User has made the Access Data and /or Security Codes available.
- b) The User's failure to maintain the security and confidentiality of the security codes and assigned Access Data with the result that they are lost, stolen or misused.
- c) An entry error or a fraudulent or invalid transaction made through an electronic banking service.
- d) Any other circumstances not mentioned in this list which would reasonably be the sole responsibility of the User.

12. VMBS's obligations

VMBS endeavours at all times to deliver a reliable product with superior service and will use its best efforts to ensure that VM Express Online functions in accordance with the Terms and Conditions governing service. VMBS does not warrant that VM Express Online will at all times be free from errors, security issues, delays or interruptions, or that the system will be able to meet all the needs of the User. VMBS shall not be responsible for any loss, damage whether direct or indirect, costs, charges or expenses incurred by You while using the VM Express Online service.

VMBS shall not be liable for the operational failure of VM Express Online or of any participating network device or for any injury, loss or damage arising from criminal activity or otherwise, that may be suffered by the User or any other person in the use of the network devices on or near premises housing same or in the use of VM Express Online.

VMBS shall not be liable for any unauthorized use of the Access Data and/or Security Codes or for any loss resulting from circumstances over which VMBS has no direct control, including but not limited to:

- a) Where the User inputs incomplete and inaccurate information.
- b) Failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problem, operator error or log in sequences or processing delays by payees.
- c) Disruption in connecting service as a result of Your DATA service provider resulting in incomplete instructions,
- d) Failure of the User to log off from VM Express Online thus allowing access to unauthorized users.
- e) Harm or Loss to a personal computer, or other similar device or any records or data or any other device used to access VM Express Online.

- f) Lack of adequate funds or lack of adequate credit being available in the Designated Accounts to enable the successful processing of a transaction.
- g) Unavailability at any time of the VM Express Online, irrespective of the cause of such unavailability.
- h) Goods and services purchased by the User through the use of the VM Express Online Access Data and/or Security Codes and in all circumstances, the User must honour all obligations entered into using same.
- i) Any indirect, incidental or consequential damages whatsoever EXCEPT where such costs, damages or expenses are due solely to VMBS' gross negligence or wilful misconduct.
- j) At no time will VMBS be liable for any costs, damages, demands or expenses which may be incurred by the User in relation to or consequential upon the Terms and Conditions of VM Express Online or the Service Agreement or by VMBS acting or failing to act on the User's/Accountholder's instructions. VMBS will not in any event be liable for any special, incidental, consequential or indirect damages or for loss of profit.
- k) Cyber attacks as a result of the User's failure to refrain from adhering to the required protocol for use of devices via connect to the internet.

There may be other exceptions not specifically mentioned in this Agreement.

13. Care and control of Your mobile device

You are required to determine with Your wireless provider if Your mobile phone or other electronic device is capable of accessing the internet. It is Your responsibility to verify that the Mobile App can be used on Your mobile device and the rates which may be applicable from Your mobile data service provider.

You are responsible for the security and storage of Your mobile phones or other electronic devices. Your use of the Mobile App may require You to download and store information on Your mobile phones and may have the capability to retain and store this information. Anyone with access to Your mobile phone or other electronic device may be able to view its contents and You are responsible for keeping all information on Your mobile phone or electronic device confidential and secured.

14. Safeguarding your User Information

You must keep Your user information/personal data (which include: password, access code and Personal Identification Number ("PIN")) confidential. You must take all the necessary steps to safeguard and protect your user information/personal data on Your mobile phones and other electronic devices.

You must not store or write down Your password, access code and PIN and share it with anyone and You must not store them in Your mobile phone or other electronic device and take the necessary steps to secure your mobile phones or other electronic devices at all times.

VMBS will never send You an e-mail, pop-ups, SMS or any other kind of internet request or text message on Your mobile phone(s) or other electronic devices which will ask You to reveal Your password, access code, PIN or any confidential information and You must not respond to any e-mail, pop-ups, or any other kind of internet request or text message purporting to come from VMBS.

You must notify VMBS immediately in the event You discover that Your mobile phone or any other device used to access VMBS Express Online is compromised.

15. Updating Mobile Phone Number or change of device

It is Your responsibility to update Your profile regarding any change in Your mobile phone number. VMBS will not be responsible for any transaction which may be completed using the mobile phone number You use to register your profile for use on the Mobile App.

16. The User agrees to act and engage in a manner that is professional and courteous while on the video conference meeting. The User agrees not to use language or gestures that are intended to harm, threaten, or demean.

VMBS reserves the right to withdraw this service at its sole discretion at any time without notice.

17. Notices

VMBS reserves the right to send You notifications, updates, promotional information via the Mobile App.

18. System Security

VMBS will make reasonable efforts to ensure that the VM Express Online system and mobile service does not contain programming codes or instructions or viruses intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or hardware. VMBS, however, disclaims all warranties, whether express or implied, as to the absence of possible contamination.

19. Reasonable Security Procedures

By using VM Express Online Services, the User acknowledges and agrees that VMBS has put in place commercially reasonable system security procedures for online transactions, identity verification, protection against unauthorized access by third parties, and protection against undisclosed programmes or extraneous code or data that may be reasonably expected to damage data, software, systems or operations and the VM Express Online User agrees to be bound by the instructions implemented by VMBS in furtherance of these procedures, whether authorized or not.

20. Network Regulations

All transactions which utilize the services of a particular network are subject to the rules and regulations of that network. VMBS shall not be liable for any delay or inconvenience which results or arises from the rules, regulations or operations of any other network.

21. VMBS's Right to terminate this Agreement

VMBS, in its sole discretion, may cancel without any prior notice, the User's Access Data and/or Security Codes and terminate this Agreement, or suspend or refuse to provide any further VM Express Online services to the User. In such circumstances, the User is not relieved of any outstanding obligations and amounts owed to VMBS, including any service charges, costs and interest. The User must fulfil all obligations under this Agreement and will be liable for same until the amounts owed have been paid in full.

22. Express Online User's right to cancel the service

Unless otherwise provided in this Agreement or agreed to by VMBS, the User may deactivate access to VM Express Online by contacting the Member Engagement Centre at the published numbers. Where the User's access is deactivated, all outstanding obligations must be fulfilled under this Agreement, and it is accepted that the User will not be relieved of any obligation to VMBS until all amounts owed to VMBS, including any applicable service charges, costs and interest, have been fully paid.

23. Disclosure of Account Information

VMBS may disclose information to third parties in relation to the account(s) or transactions of Users, including:

- a) For the purpose of verifying or completing transfers, or resolving problems related to a transfer;
- b) Verifying the existence and condition of an Express Online User account for a third party, such as a merchant;
- c) To subsidiaries and affiliates of the VMBS including overseas operations;
- d) To provide Your personal and non-personal information to credit agencies or credit bureaus as a credit information provider or in response to credit inquiries by other financial institutions, credit agencies or credit bureaus AND to request personal and non-personal information from credit agencies or credit bureaus, financial institutions or any creditor in respect of Your creditworthiness;
- e) If the VMBS shall deem it necessary to make such disclosures to protect the interests of the VMBS from any harm, loss or injury;
- f) To comply with any requirement for disclosure imposed by law, pursuant to the directives of the Court or such duly empowered government agency or department;
- g) Where VMBS has received written permission (including electronic instructions) or where it is necessary for activating additional services requested;
- h) Where VMBS reasonably believes the accountholder(s) have mishandled a dormant or closed account;
- i) In any other circumstances in which the User shall give written authorization to make such disclosure

24. Notices or Alerts

Any payment, statement, notice, request or other communication shall be deemed to be sufficiently given if sent as follows and delivery shall be deemed to have been effected **two (2) business days** after such

payment, notice, request or other communication is sent:

- a) When sent by VMBS to the User by post, e-mail, telephone call, text message, or voice mail at that person's respective address or telephone number, specified by the User pursuant to the Services Agreement or changed by the User in accordance with these Terms and Conditions.
- b) When sent by the User to VMBS by secure online e-mail message sent via the VM Express Online website <https://myvmonline.vmb.com/#/login>

25. Change of Address, E-mail Address and Telephone Number

The User must notify VMBS immediately of any change of address, e-mail address or telephone number by contacting the Member Engagement Centre.

26. Use of Mail and E-mail Addresses

The User agrees that VMBS may send notices, alerts and other communications by mail to the current address shown on the records of VMBS, whether or not that address includes a designation for delivery to the attention of any particular individual. It is also agreed that VMBS will not be responsible or liable to the User in any way for information intercepted by an unauthorized person either in transit or at the User's place of business.

VM Express Online may send messages relating to agreement changes and notify the User of responses to payment inquiries at the known e-mail address or cellular phone number on the records of VMBS. VM Express Online may also use e-mail alerts or telephone messaging to notify the User that a new bill was received from a payee. The User further agrees and understands that e-mail, cell phones and telephones

are not secure means of communication and that VMBS does not use encryption or digital signatures for out-going e-mail or telephone messages.

27. How to contact VMBS

VM Express Online Users may contact us by calling the Member Engagement Centre at the published numbers located on our website or sending an e-mail to manager@myvmgroup.com

28. How VMBS will contact You

AT NO TIME will any Officers of VMBS or any affiliated company contact a User via e-mail or phone or otherwise, requesting Your security codes or any other private and confidential information. If a User is contacted by anyone requesting such information, the User is advised to refrain from divulging such information and to contact VMBS immediately. It is the responsibility of the User to ensure that his/her email address remains accurate.

29. Electronic Communications

Unless instructed otherwise, the User agrees that VMBS may send him/her promotional electronic messages about other products and services offered by VMBS, based on the contact information provided to VMBS by the User, and that VMBS may respond to any electronic message that is sent by the User via the message function on VM Express Online, such as responding to any claim of unauthorized electronic funds transfer. Any electronic message sent to a User by VMBS shall be treated as if it were sent by pre-paid post and shall be considered received within three (3) days of the date sent by VMBS, irrespective of whether the User has signed on to the VM Express Online system within that time frame.

Subscribers of Alerts - VM Express Online provides the option for Users to have a message sent to an e-mail address or cellular phone number to provide certain notifications to the User. Because this is an automated message, You may not reply.

Instructions issued to VMBS for all transactions are purported to come from You. It is agreed and understood by the User that VMBS will act on instructions sent by You from your e-mail address and/or conducted online. You agree that if for any reason Your e-mail address changes or becomes disabled, the User will contact VMBS immediately via the established method specified in this Agreement, in order for VMBS to continue to provide the User with the automated messages.

The User understands that cell phones and Internet e-mails are not always a secure means of communication and therefore assumes full responsibility for the risks associated with doing so. These risks include the possibility that:

- (1) Someone could intercept, read, transmit or alter my messages;
- (2) E-mail messages could be lost, delivered late, or not received;
- (3) Computer viruses could be spread by e-mail causing damage to computers, mobile phones and other electronic devices software or data. The VMBS also recommends that all Members use up-to-date virus checking software.
- (4) Someone could intercept, read, transmit or alter Your messages;
- (5) E-mail messages could be lost, delivered late, or not received;

(6) Computer viruses could be spread by e-mail causing damage to computers, mobile phone and other electronic devices, software or data.

The VMBS also recommends that all Members use up-to-date virus checking software.

30. Indemnity

The User indemnifies and renders VMBS harmless from any claims, damages, demands and expenses that VMBS incurs (other than due to its own gross negligence or wilful misconduct), including amongst other things, all legal fees and expenses arising from VMBS acting or refusal to act on any of the User's instructions given under this Agreement.

In consideration of the VMBS complying with the Instructions issued herein; the User agrees and undertakes at all times hereafter to save, defend and keep harmless and fully indemnify VMBS and its assigns from and against any claims, expenses, loss or damage which may arise in relation to my account.

The User further agrees that VMBS shall not be liable for acting on the Instructions received which may not have been authorized by the User or the Instructions may have been misinterpreted or VMBS may have made errors, omission, or for any delay in the compliance with the Instructions.

Further, VMBS shall not be required to verify any Instructions received prior to taking steps to carry into effect the Instructions and shall not be liable in any respect whatsoever in relation to any transaction conducted on the account on the basis of Your Instructions.

The User acknowledges that wire transfers are subject to cross border regulatory requirements and may be subject to international sanctions and or require the provision of additional information in order to meet regulatory requirement to complete the transaction. The User acknowledges that the funds may be retained or returned, and may be subject to exchange fluctuation risks which is beyond the control of VMBS.

The User further acknowledges that the wire transfer transaction will be conducted through correspondent bankers and agents and therefore the VMBS will not be responsible whatsoever for the transmission of the instructions by the correspondent bankers and agents.

The VMBS shall not be held responsible or liable to monitor any account activities and the User has the sole responsibility to monitor accounts accessible through online services.

This indemnity is in addition to any other indemnity or assurance against loss provided by the User to VMBS.

31. Force Majeure

VMBS shall not be liable to Users for any failure to perform its obligations, delay or other circumstance, where it is as a result of circumstances beyond its reasonable control, including, but not limited to industrial disturbances such as labour disputes or strikes, acts of God such as hurricane, storms, floods, lightning, earthquake; utility, communication or transportation delays or failures; insurrection, riots, casualty, war, acts of public enemy; embargoes or blockages; actions, restrictions, regulations or orders of any government agency or department.

32. Severability

In the event that any provision in this Agreement is held to be invalid, illegal or unenforceable, then the offending provision(s) shall be severed from the effect to that extent and it shall not impair or affect the validity, legality or enforceability of the remaining provisions.

33. Assignment

The User may not assign this Agreement to any other party. VMBS may assign this Agreement at any time in the future, to a directly or indirectly affiliated company and may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

34. Complaints

In the event of a complaint regarding VM Express Online, the User and VMBS agree to resolve the issues first by looking to this Agreement. Details of the complaint should be emailed to manager@myvmgroup.com or be sent via the VM Express Online Banking platform to enable the investigation of the complaint. VMBS will use its best efforts to resolve the issue(s). It is understood that the submission of a sworn Affidavit from the User may be required to complete an investigation. If there is a conflict between what an employee of VMBS says and the terms of the Agreement, the terms of the Agreement will prevail. The parties agree that any disputed transaction shall be verified by two Managers whose verification will be binding on the parties.

VMBS is not responsible for any failure regarding the supply or lack of suitability or quality or any goods or services purchased from merchants or other third party via VM Express Online. The User shall resolve any dispute or complaint regarding the purchase made via VM Express Online, directly with the merchant or other third party and VMBS shall not be responsible for any late charges, penalty or expenses incurred by the User in this regard.

35. No waiver

VMBS shall not be deemed to have waived any of its rights or remedies in this Agreement unless such waiver is in writing and signed by VMBS. No delay or omission on the part of VMBS in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as

a waiver or any rights or remedies on future occasions.

36. Headings

Headings are for reference purposes only and are used for convenience. They do not form part of this Agreement and shall not control or affect the meaning or construction of any provisions of this Agreement.

37. Changes to Agreement

It is understood and agreed that VMBS may at its sole discretion make changes to this Agreement from time to time to add, delete or amend its terms, applications or services. The User will be notified of such changes by mail or by electronic message. If the User maintains the account(s) with VMBS after the effective date of a change or uses the Access Data and/or Security Codes after the amendments come into effect, the User will be deemed to have indicated that he or she has received, understood and agreed to the changes as published on expressonline.vmbs.com

38. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Jamaica.

39. Conflict

If there is a conflict between a term in these Terms and Conditions and in any agreement between You and VMBS then these terms and conditions will apply to the extent necessary to resolve the conflict.